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The Solicitors' Journal.

LONDON, FEBRUARY 26, 1876.

CURRENT TOPICS.

THE MEETING OF THE BAR, summoned by the Attorney-General for this day, has been postponed *sine die*. We should be sorry to believe that this is an indication that no steps are to be taken with reference to the matters on which the meeting was called. We have often affirmed, and we repeat now, that upon the nature of the main grievance which Mr. Norwood seeks to remedy by his Bill there can be no two opinions among reasonable men. When every excuse has been urged and admitted, it remains simply amazing that a profession which enforces on the whole a high tone of honour among its members should allow counsel to take briefs when they know they cannot attend to them; to receive large fees, and then, without compunction, hand the work they have been paid to do over to other counsel, who may or may not be competent, but whom the suitor would never have chosen to conduct his case. The evil is a great and a growing one; and the practical question at present is whether it shall be abated by the voluntary action of the Bar, or by pressure from without. We have long urged the adoption of the former course, and we hope that the result will show that the Bar are prepared to set themselves to devise a remedy for a state of things which we do not hesitate to say is inconsistent with the practice which should prevail among high-minded gentlemen. That the main grievance is susceptible of remedy is obvious from the fact that in one of the Divisions of the High Court it has really no existence. The suitor in the Chancery Division may, as a rule, make sure of being represented at the hearing of his case by the counsel he has selected. There is no doubt that the adoption of a similar rule in the Common Law Divisions would be attended with very much greater difficulties than attach to it in the Chancery Division. But are these difficulties insuperable? If the rule cannot be adopted in precisely the same form, why should not the Bar agree that in all cases where a counsel is unable personally to attend a case he shall, if time allows him, give his client the opportunity of placing his brief and fees in other hands, or, if it does not, shall hand over both the brief and the fees? We venture to say that if some such rule as this could be established, and it were also resolved that any objection to the fees shall be taken before acceptance of the brief, and a committee of barristers were elected to decide questions arising out of these rules, the grievances complained of would speedily disappear. We very earnestly commend these suggestions to the consideration of the Bar.

As to Mr. Norwood's Bill, we cannot help doubting whether its framers have clearly understood the evils to be remedied. There can be no advantage in making a legislative net with meshes so slender as to let all the big and devastating porpoises tear their way through; while the inoffensive sprats only are captured. The barristers who hand over briefs and neglect their work are the leaders, who can practically make what terms they like with their clients. Is it not absolutely certain that these

gentlemen would at once contract themselves out of the proposed Act? What has the leader to do to evade the Act but to instruct his clerk to accept briefs only on the express condition that if he finds he cannot attend to them he may hand them over to a substitute? Moreover, in reference to court work it is useless to conceal the fact that the difficulty of proving negligence would be almost insuperable. The client loses his case; how is that event to be brought home to the counsel who handed over his brief? Would the judge, who of course would be called as a witness to testify that if the case had been differently handled by the substitute the result would have been different, be likely to confess that his decision or direction to the jury was wrong because, depending for his law or for his capacity of dealing with facts upon the addresses of counsel, he was misled by the inefficient substitute. If the result of the case depended solely on the ability of counsel the matter would be different—even here, however, it is to be remembered that an action for negligence against a solicitor rarely succeeds—but when it is borne in mind that the result of a case depends upon the sufficiency of the instructions to counsel; the way in which the case is got up; the ability and knowledge of the judge; the intelligence and freedom from bias of the jury, it will be seen that it is little short of absurd to say that the loss of a case by negligence could be brought home to counsel.

IT WOULD HAVE BEEN a more prudent course, though one hardly to be expected, if the Attorney-General had abstained from the attempt to justify the terms of the first Circular on Fugitive Slaves. His solitary voice, however, only makes more marked the otherwise universal repudiation of its doctrines, and his argument will hardly rise above the value which, on a celebrated occasion, he assigned to an Act of Parliament, when he described it as worth no more than a "rotten nut." The debate which is now closed has brought out very fully the determination of the country to maintain its old position on the subject of slavery, and has added confirmation to the view we have from the first expressed on the legal aspect of the question. The question at issue as to the policy of issuing the second circular is a fine one. That the first was as uncalled for by circumstances as it was bad in law we have always believed; but the fact that they had issued a circular which could not be maintained no doubt placed the Government in a delicate and difficult position. It is, however, no part of the functions of this journal to exercise criticism upon the political bearings of the question. The legal point upon which the debate chiefly turned related to the duties of ships of war in the territorial waters of slave States, and we have no hesitation in accepting the principles laid down in Mr. Herschell's lucid and cogent speech. As was clearly pointed out by him, the second circular itself admits that there is no obligation to surrender, or even to expel from the ship, a fugitive slave, though received on board within the waters of a power which recognizes slavery; for if there were such an obligation it would not stop short at the risk of life. The question, therefore, comes to this, whether there is such a danger of international embarrassments, or such a necessity of protecting commanders against the consequences of their own acts, as to justify or require the line to be drawn at that point. This is a question on which we will not enter. We have always doubted the necessity of any such instructions, and as to ships on the high seas, we have expressed our opinion that those instructions were more than unnecessary. As to ships in harbour, while we admit the force and cogency of Mr. Herschell's argument, we feel that the matter is one of greater difficulty; but it appears to us not to involve a question of principle, and we therefore leave the discussion of it to columns more proper for the examination of such questions.

A PERUSAL of the text of the Lord Chancellor's Appellate Jurisdiction Bill confirms the impression produced by his statement made last week on the occasion of its presentation to the House of Lords. The Bill will, probably, be accepted as a reasonable compromise between the views of those who desire to see the exercise of this jurisdiction intrusted to an imperial court composed of the most distinguished lawyers which the empire, in all its branches, can produce, and those who are so filled with a sense of the importance of the prestige which, from whatever cause, attends the decisions of the House of Lords, that they are willing to sacrifice logical consistency, and even some amount of practical convenience, to its preservation.

In principle, the proposed tribunal, though called the House of Lords, does not differ at all from the "Imperial Court of Appeal" proposed in 1874, and the divergences even in detail are very insignificant. If the object of the Lord Chancellor be to vindicate his personal consistency, and to show how possible it is to withdraw without giving way, he seems to us to have most entirely succeeded. Indeed, some of those very points of detail which were most open to objection in the former proposal, and most susceptible of skilful modification in the amended scheme, are simply reproduced without alteration. Such, for instance, is the retention of the power of appointing "Lords of Appeal" direct from the bar, instead of confining the choice to the holders of "high judicial offices" of a certain standing as such, a provision which makes the reference to these offices in the Bill wholly nugatory, as it is absurd to suppose that there 'could ever be a judge of the High Court of two years' standing who would not also be a barrister of fifteen years' standing. Looking at the great difference that there is between the functions of the judge and those of the advocate, and the number of cases in which very successful advocates have turned out highly unsatisfactory judges, and *vice versa*, we are strongly of opinion that no man ought to be appointed to the Supreme Appellate Court direct from the bar, or without at least five years' judicial experience, with the single, but necessary, exception of the Lord Chancellor for the time being.

Another objectionable feature in the former proposal which re-appears in this Bill is the want of any fetter on the discretion of the Crown, as to the proportions in which the different parts of the kingdom are to be represented. The susceptibilities of Ireland and Scotland in this respect may possibly not be so acute, now that they have succeeded in retaining the name which they desired, as they showed themselves last year, but the grievance which alone gave weight to the expression of those susceptibilities will remain, and though we can quite believe that due care will be taken, at first, to avoid any real injustice to the bench or bar of either of those countries, we are not less certain that, sooner or later, a court constituted as proposed by the present Bill will become an exclusively English court. Again, the Bill, while providing for the gradual absorption of the Judicial Committee of the Privy Council by the new court, makes no provision for the appointment of any East Indian or colonial judges, as assessors or otherwise, nor would any such judge (unless he could be deemed to be a barrister of England or Ireland within the meaning of the Bill, which is at least doubtful) be eligible for appointment as a "Lord of Appeal." This will remove one of the principal inducements which have hitherto attracted men of mark and weight to the office of Chief Justice of Bengal, and will infallibly tend to the injury of the administration of justice in India. In our opinion, nothing could well be more objectionable in this respect than any measure calculated to increase the weight of the "civilian element" as against the "legal element" in the High Court of Justice in India, and we can conceive nothing more likely to conduce to this result than any alteration for the worse in the dignity or emoluments open to the Chief Justices of

these courts after retirement. Granted that but comparatively few of them ever did, in fact, obtain a seat on the Judicial Committee, the possibility of doing so has acted to attract better men to all the places.

These defects are, however, by no means of the essence of the measure, and we are not without hope that, before it has assumed its final shape, some means will be found for obviating some, at least, of the more important amongst them.

A QUESTION LIKELY to cause a gentle shock to the nerves of some of our readers was put by a correspondent in a letter which we printed last week.* The question is this:—Does the 4th section of the Vendor and Purchaser Act, 1874, apply to the case of a re-conveyance to a mortgagor on paying off the mortgage, or is it intended only to provide for the case of a purchase in which an outstanding mortgage is being got in? The words of the section, as our correspondent pointed out, are in themselves wide enough to embrace every case in which the whole amount secured is paid: "The legal personal representative of a mortgagee of a freehold estate, or of a copyhold estate to which the mortgagee shall have been admitted, may, on payment of all sums secured by the mortgage, convey or surrender the mortgaged estate, whether the mortgage be in form an assurance subject to redemption, or an assurance upon trust." But the section does not, in terms, speak of a re-conveyance or of re-payment; and the object of the Act, as stated in the preamble, is "to facilitate the transfer of land by means of certain amendments in the law of vendor and purchaser." It seems clear, therefore, that if all the rest of the Act related to matters arising on sales and purchases, the 4th section would also be construed as confined to such matters. This, however, is certainly not the case; for not only is the 5th section, which provides for the devolution of bare trust estates, and also probably the 6th, incapable of being so confined, but the 7th section (which, though now repealed, may of course still be looked at for the purpose of ascertaining the scope and intent of the statute) amends the law of mortgagor and mortgagee by abolishing tacking, and the 8th section expressly provides for cases of mortgages created by devisees under unregistered wills. Under these circumstances, it appears to us that the preamble carries no weight whatever, while, if on other grounds the court thought the section was intended to be a general one, it would not lay much stress on the absence of technical words denoting re-conveyances. It may, perhaps, be said that the case contemplated by the section being that of the full payment of the money, is just what happens on a sale when an outstanding mortgage is got in, and that, as the section will not apply to a sale under the mortgagee's power—at all events where the purchase-money does not amount to the sum secured by the mortgage—this fact raises a presumption against the general applicability of the section. But it seems to us that, if it is considered that the excepted case is actually one between vendor and purchaser, the deduction therefrom that the section will not apply between mortgagor and mortgagee is not one of much force. Again, if we look at the whole Act, we find that the first three sections are confined to vendor and purchaser. Then, passing by the 4th section, come the 5th, 6th, and 7th sections, which are not so confined. It is, therefore, quite as legitimate to regard the 4th section as belonging to the latter part of the Act as it is to regard it as a portion of the former. On the whole, we are of opinion that the section applies to all cases where the full amount secured is paid, whether by purchaser, transferee, or mortgagor; although we should be glad to see an early statutory amendment of the section drawn by some one who knows something about real property law, and so framed as to extend the powers of executors to convey mortgage estates to all possible cases and contingencies.

* *Ante*, p. 319.

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WE CANNOT CONGRATULATE Mr. Hubbard upon the remedy which he has attempted to provide for the difficulty occasioned by the decision in *Smith v. The Union Bank*. The Bill, though bearing the name of three bankers, including one ex-lawyer, seems ingeniously framed for the purpose of leaving it doubtful whether it does not give legislative sanction and effect to that decision. It is fortunate, therefore, that the Lord Chancellor has acceded to the wish of the Chambers of Commerce by himself taking the subject in hand. His Bill has the additional merit of repealing the existing statutes on crossed cheques, and expressing in clear and terse language the effect of their cumbrous provisions. But in what concerns the particular question which it is desired to settle, its superiority to Mr. Hubbard's Bill is clear and decided. The 9th section, adopting the distinction between generally and specially crossed cheques, provides that:—

"A person taking a cheque crossed specially shall not have, and shall not be capable of giving, a better title to the cheque than the person from whom he took it had. But a banker to whom a cheque is crossed specially, and who has in good faith, and without negligence, received payment of such cheque for a customer, shall not, in case the title to the cheque prove defective, incur any liability to the true owner of the cheque by reason only of his having received such payment."

We believe that this section will be found entirely to meet the case. The question is so nice and intricate a one that we shall gladly see the clause discussed and criticised; but after a careful examination of it in connection with the rest of the Bill we have come to the conclusion that it effects exactly what is required.

THE NEW PRACTICE.

AFFIDAVIT EVIDENCE.—We ventured to predict before the new system came into operation that the judges of the Chancery Division would probably find the "sufficient reason" for exercising the power given by ord. 37, r. 1, to a judge to order that any particular fact or facts may be proved by affidavit, in the cost and delay occasioned by taking the evidence orally in open court; but we were hardly prepared for observations so sweeping as those to which two of the Vice-Chancellors have this week given utterance. They amount in effect to an invitation to all suitors to agree, or if they cannot agree to come to the judge for an order, to have all the evidence taken by affidavit. Such a course will doubtless be convenient as saving the time of the court and enabling progress to be made with the cause lists; and it may even, perhaps, be advantageous to the suitors. Vice-Chancellor Wood once affirmed that, looking back at the causes in which examinations had been taken in court, he did not remember more than two in which any benefit had been derived corresponding to the inconvenience occasioned. Without venturing to oppose our opinion on this question to that of this eminent judge, we may point out that the course recently suggested by the learned Vice-Chancellors is opposed to the intention of the Acts and rules. It seems doubtful whether, under the terms of ord. 37, r. 1, a judge can properly make an order that all the facts in a case shall be proved by affidavit, or that the affidavits of all the witnesses in a case may be read at the trial. Section 20 of the Act of 1875 refers to this power of the judge as "the power of the court for special reasons to allow . . . affidavits to be read"—an expression which, combined with the language of the rule referred to, seems to indicate that the power conferred on the judge was intended to be exercised only with reference to certain specified facts or certain specified witnesses where peculiar circumstances rendered oral evidence undesirable.

OFFICIAL REFEREES.—Mr. H. W. Verey and his colleagues have been duly appointed, and we believe re-

ferences have already been made to them; but it is worthy of notice that for some time the new tribunal will be what the old Court of Queen's Bench was stated by a writer in the daily press to have become—"a mere *ens rationis*." It seems that the powers of the referees do not commence till (*absit omen*) the 1st of April.

CASES OF THE WEEK.

SECURITY FOR COSTS OF APPEAL.—ORD. 58, r. 15.—On Saturday, February 19, a question arose before the Court of Appeal, in a case of *Grant v. The Banque Franco-Egyptienne*, as to the time at which an application ought to be made for an order that an appellant should give security for the costs of an appeal. Ord. 58, r. 15, says that "Such deposit or other security for the costs to be occasioned by any appeal shall be made or given as may be directed under special circumstances by the Court of Appeal." In the case referred to the judgment of the Common Pleas Division had been in favour of the plaintiffs. The defendants appealed. The Court of Appeal gave notice that appeals from the Common Pleas Division would be heard on the 15th of February, and this appeal stood second in the list for hearing. Owing, however, to the fact that the hearing of appeals from the Queen's Bench Division had occupied a longer time than was expected, the hearing of this appeal did not commence until the 16th of February. It was then found that the main point in the case was not distinctly raised on the pleadings, and the hearing was ordered to stand over, with liberty to the plaintiffs to amend their declaration. Meanwhile, on the afternoon of the 15th of February the plaintiffs had served on the appellants a notice of their intention to apply to the Court of Appeal on the 18th of February for an order that the appellants should give security for the costs of the appeal. The Court of Appeal held that, inasmuch as the costs occasioned by the appeal had been already incurred, the application was made too late. And the application was refused, but without prejudice to any future application which might be made at a proper time as to security for the costs which might be occasioned by the amendment of the pleadings.

REFERENCE OF QUESTIONS OF FACT.—Upon a motion in a light and air suit (*The Baltic Company, Limited, v. Simpson*), before the Master of the Rolls on Thursday, February 24, his lordship had occasion to point out the intention of section 57 of the Act of 1873. An interlocutory injunction had been granted in the suit, and the present application was on behalf of a defendant for the appointment of a surveyor to view the premises and building plans, and report thereon to the court as to the extent of injury, if any, likely to be sustained by the plaintiffs. It was suggested that the application might be supported under section 57, as well as under 15 & 16 Vict. c. 80, s. 42. His lordship held that the provisions of the last-mentioned Act (which had been extended by section 56 of the Judicature Act so as to enable the court to call in the aid of specially-qualified assessors at the trial) did not justify the appointment of a surveyor until the hearing of the cause, the stage at which the judge was able to determine whether he required scientific assistance or not. With respect to section 57 of the Judicature Act, it was plain that the report of the referee under that section was not, as under 15 & 16 Vict. c. 80, s. 42, to be evidence for the use of the court, but the referee was to try the questions before him, and his finding was to be equivalent to a verdict. The present application was not directed to the trial of anything, and could not, therefore, be helped by that section. His lordship then refused the motion with costs.

AFFIDAVIT EVIDENCE.—In the case of *The Attorney-General and Others v. The Pugham Harbour Reclamation Company*, a motion was made on behalf of the informant and plaintiffs on Thursday, February 17, before Vice-Chancellor Hall, that the remainder of the evidence might be taken by affidavit. The counsel for the defendants did not oppose its being so taken, and the Vice-Chancellor, in granting the application, took occasion to remark upon the very serious waste of time which had occurred recently in that branch of the court in consequence of the hearing of some simple and comparatively unimportant actions having been, un-

avoidably but very greatly, protracted by reason of the evidence being taken orally in court. His lordship further expressed it as his opinion that the interests of suitors would be best promoted and advanced by the evidence in all actions being taken as much as possible by affidavit. The proceedings in this matter had been commenced originally as an ordinary action, and had afterwards, upon leave being obtained so to amend the writ, been converted into an information, just as under the old practice (*Mounsey v. Earl of Lonsdale and Attorney-General v. Earl of Lonsdale*, L. R. 6 Ch. 141) a bill could by amendment be turned into an information.

SUBSTITUTED SERVICE—NOTICE IN LIEU OF SERVICE.—The case of *Cook v. Dey* came before Vice-Chancellor Hall upon another point, after the order for notice in lieu of service (*ante*, p. 312), and his lordship said that, upon further consideration, he thought it was a case rather for substituted service upon the defendant Carter's clerk, and at his lodgings, than for notice in lieu of service. Pope said that for the sake of caution a copy of the writ had been attached to the notices sent to the defendant's office and lodgings, and that the notice previously directed had been inserted in the *Times*, so that the requisites for substituted service, as well as for notice in lieu of service, had been complied with.

CHANGE OF PARTIES—ABSCONDING PLAINTIFF—ORD. 50, R. 4.—On Monday, February 21, an order was made under this rule by Vice-Chancellor Hall under somewhat singular circumstances. The suit of *Johnson v. Kershaw* was instituted by the plaintiff, Johnson, as trustee and executor of a will, against his co-trustee and co-executor, Kershaw, for the administration of their testator's estate. An order having been made for the plaintiff to pay certain funds into court, he absconded instead of obeying, and was thereupon removed from his trusteeship. *Methold* now applied for a change of parties under ord. 50, r. 4, and submitted that the defendant, Kershaw, or one of the beneficiaries under the will, should be directed to carry on the suit as plaintiff. The Vice-Chancellor made an order that the suit should be carried on by one of the persons beneficially interested who had leave to attend the proceedings as plaintiff, and that Johnson should be made a defendant.

COUNTER-CLAIM BETWEEN CO-DEFENDANTS—JUDICATURE ACT, 1873, s. 24, SUB-SECTION 3—ORD. 16, R. 17.—Yesterday, February 25, in the case of *Shepherd v. Beane*, before Vice-Chancellor Hall, *W. Kershaw* applied to the court for directions as to how a counter-claim between co-defendants should be dealt with. The action was one by a second mortgagee against the mortgagor, the first mortgagee, and two sub-mortgagees of the first mortgagee. The claims of the two sub-mortgagees alone exceeded the value of the property, and one of them desired to raise certain points as against the other. Referring to ord. 16, *Kershaw* pointed out that rr. 18, 20, evidently applied only to strangers to the action, but r. 17 seemed to apply also to questions between co-defendants. And in section 24, sub-section 3, of the Judicature Act, 1873, claims against co-defendants were clearly included. The question was whether the notice spoken of in this sub-section and in ord. 16, r. 17, applied to co-defendants or only to strangers to the action. The Vice-Chancellor having expressed his opinion that it only applied to strangers, the question arose how the relief was to be "properly claimed by the pleading" as against the co-defendant, and it was suggested that the point should be raised by counter-claim, and that his lordship should make an order under ord. 16, r. 17, to deliver the defence and counter-claim to the co-defendant. The Vice-Chancellor said he thought that would be the proper course. [See the observation of Mellish, L.J., in *Treleaven v. Bray*, *ante*, p. 112, 24 W. R. 198.]

ADDING PLAINTIFFS.—In a case of *De Hart v. Stevenson*, before the Queen's Bench Division on Monday, February 21, *Shield* applied to the court to add various persons as plaintiffs under ord. 16, r. 13. The action was brought by one of a number of joint-owners of a vessel against the charterers under ord. 16, r. 9. The reason alleged for the application was that the defendant wished to have the security

of the other owners as plaintiffs for the payment of his costs if successful. The court (Blackburn, Quain, and Field, JJ.) refused the order, Quain, J., remarking that it was an attempt to return to the system of pleading in abatement, and would open a door to some of the worst abuses of the old system.

RIGHT TO BEGIN.—In the case of *Scarth v. The Steam Navigation Company*, before the Queen's Bench Division on Monday, February 21, *Waddy*, Q.C., had obtained an order *nisi* for a new trial on the ground that the verdict (for the plaintiff) was against the weight of evidence. He was also prepared to move to enter judgment for the defendants, pursuant to leave reserved, under ord. 40, r. 2. Under the old practice the other side would have shown cause against the rule *nisi*. The present practice being that the arguments on the order *nisi* and on the motion for judgment are heard together, the question arose whether the party who moved to enter judgment or the party who had to show cause against the order *nisi* should begin. The court (Blackburn, Quain, and Field, JJ.) ruled that it would be the more convenient practice in such cases for the party who had obtained the rule *nisi* and had to move for judgment to begin.

A similar question arose the same day in the case of *Bussard v. Spiers and Another*. In that case the jury had answered certain questions, and had assessed the damages at £83. The judge had ordered judgment to be entered for the defendants, reserving leave to the plaintiff to move to enter it for him, and the defendants had obtained an order *nisi* for a new trial on the ground that the verdict was against the weight of evidence. In this case, also, the court decided that the party who had to move to enter judgment should begin, Blackburn, J., saying that it would be a reasonable rule that that party should begin against whom the judgment would stand if no further proceedings were taken.

HEADING OF STATEMENT OF DEFENCE.—In the Common Pleas Divisional Court on Friday, February 18, judgment was delivered on a demurrer in the case of *Newell v. The National Provincial Bank*. One objection taken for the plaintiff was that defendants had headed their pleadings "Statement of Defence and Counter-claim," and could not, therefore, rely on the subject-matter of the counter-claim as a set-off. The court (Brett, Archibald, and Lindley, JJ.) held that as the heading showed that the defendant intended not merely to rely on a denial of the plaintiff's right to his claim, but also on something in the nature of a cross-claim, it was sufficient, and the defendants might rely on the facts stated in their defence as a set-off.

ORDERING QUESTION TO BE DETERMINED BEFORE DECIDING ON RIGHT TO DISCOVERY.—In a case of *Wood v. The Anglo-Italian Bank (Limited)*, before the Common Pleas Division on Saturday, February 19, the plaintiff in his statement of claim alleged that in February, 1875, he was in possession of certain information and papers relating to a loan which the municipality of Florence contemplated raising, and wrote to the defendant bank offering them this information and proposing that they should issue the loan, and he alleged it was understood that if the bank acted on that information and issued the loan the plaintiff was to have a commission of two per cent. on the nominal value of the loan. The bank refused to undertake the issue of the proposed loan. But in July, 1875, an advertisement appeared in the *Times*, from which the plaintiff concluded that the defendant bank had acted upon the information which he had given them, and he sued them for his commission. From the answers to interrogatories which the plaintiff administered to the bank, it appeared that the defendant bank had nothing to do with the issue of the loan. And the defendants denied that they ever agreed with the plaintiff as to any commission or assented in any way to the arrangement which he proposed. Upon this the plaintiff took out a summons at chambers for leave to add another count to his declaration alleging that it had been agreed between him and the defendants that if they ever used his information themselves or communicated it to any one else, and thus a loan was issued, the defendants would pay the plaintiff a commission of two per cent. on the nominal value of the loan, and that the defendants had used his information and communicated

it to the *Societa Generale*, by whom the loan had been issued. Mr. Justice Lindley refused to allow the count to be added. At the same time the plaintiff administered a series of further interrogatories asking particulars as to the bonds the defendants had taken from the society, and as to the contract between the defendants and the *Societa, &c., &c.* Most of these interrogatories were disallowed by the learned judge. From these decisions the plaintiff appealed to the Divisional Court of Common Pleas. Their lordships (Brett, Archibald, and Lindley, J.J.) in giving judgment said that, as to the first part of the motion, the application to add a count, the circumstances were suspicious, but they must allow the count to be added. The plaintiff was, of course, at liberty to discontinue this action on paying all costs and at once commence another, embodying, of course, the obnoxious count. This was only a less expensive method of doing the same thing. The interrogatories were not material still after this new contract had been proved. They would, therefore, avail themselves of the power given them by ord. 31, r. 19, and direct that issues be framed for the purpose of trying, before any further step be taken in the cause, whether there was any contract between plaintiff and defendants as to the payment of commission, and if so what the contract was; that the interrogatories be disallowed, and that no other question in the cause be tried till these questions were determined; the issues to be settled before Mr. Justice Lindley, and the costs both of the application at chambers and of the appeal to abide the event.

FELONY BY SERVANTS OF A CARRIER.

THE case of *McQueen v. The Great Western Railway Company* (23 W. R. 698, L. R. 10 Q. B. 569, briefly noticed ante, p. 115) is one of great importance with regard to the position of railway companies as carriers of goods, as qualifying many of the expressions used in the decision in *Vaughton v. The London and North-Western Railway Company* (22 W. R. 698, L. R. 9 Ex. 93). The question in both cases was as to the amount of evidence necessary to sustain a replication of felony of the company's servants to a plea of the Carriers Act. The statement of the law contained in the head-note of the report of *Vaughton's case* in the *Law Reports*, as the result of that case, can no longer be considered as the law. It seems to us that that statement, though accurately giving the effect of the judgment of Pigott, B., was a little too sweeping as an expression of the necessary result of the whole case. It is as follows:—"In an action against carriers for the loss of the plaintiff's goods, upon an issue that the loss arose from the felonious acts of the defendants' servants, it is sufficient to prove facts which render it more probable that the felony was committed by some one or other of the defendants' servants than by any one not in their employment; and it is unnecessary to give such evidence as would suffice to convict any particular servant." We think the true effect of *Vaughton's case* is confined to the last sentence, and the decision that it is not necessary to fix any particular servant seems to be good sense and good law. As Kelly, C.B., puts it, suppose a railway company have possession of a parcel to be forwarded on the day following that on which it was received; suppose that in the interval it is locked up in a cupboard, to which two of the servants, and two only, have a key, and that it is stolen in the night under circumstances which irresistibly lead to the inference that one or other of these two persons must be the thief, it might well be that it would be impossible to bring home the crime to either, and that if either were put on his trial he would be entitled to an acquittal. But in such a case could it be doubted that a replication of felony to a plea of the Carriers Act would have been proved?

On the strength of the decision in *Vaughton's case*, Cockburn, C.J., had directed the jury in *McQueen v. Great Western Railway Company* that if the facts were, in their opinion, more consistent with the guilt of the defendants' servants than with that of any other person not in their employ, that was sufficient to call on the de-

fendants for an answer, which not having been given, the inference might well be that a felony had been committed by some of the defendants' servants. This was held a wrong direction, and it is obvious on reflection that it cannot be correct. The greater probability that the goods were stolen by the defendants' servants arose from their having greater opportunity of committing the theft, but the goods in question were in a siding easy of access to the public, and though it would have been more difficult for one of the public to commit the theft unobserved it was not by any means impossible, there being a number of persons about with carts taking things away from the station. It is obvious that it cannot be laid down as a rule that the fact that one person has a greater opportunity of committing a theft than another is *prima facie* evidence against him that he has committed it. As Quain, J., said, if this were so the *onus* would always lie on the railway company to show that there had not been a felony by their servants; for in almost all cases the railway company's servants would have more opportunity of stealing the things than the public at large. The fact that the defendants are a railway company is generally sufficient evidence for a jury from which to draw any inference of fact favourable to a plaintiff, but it is rather too strong to say that it is legal evidence that their servants have committed a felony, which is pretty nearly the effect of the plaintiff's contention in *McQueen's case*.

The question, What is sufficient evidence to raise a *prima facie* case of felony against the defendants' servants? is one as to which (as in many other cases of evidence or no evidence) it is difficult, if not impossible, to lay down a general rule. The expressions used by Willes, J., in *Metcalf v. London, Brighton, and South Coast Railway Company* (6 W. R. 498, 4 C. B. N. S. 307) and in *Great Western Railway Company v. Rimell* (18 C. B. 575) seem to show that, in the opinion of that learned judge, some one substantial credible fact must be shown inconsistent with the theory that some other person than the company's servants was the thief. We doubt whether this formula, when carefully analyzed, really carries us much farther. By "inconsistent" is it meant "absolutely inconsistent," or "more or less inconsistent"? If the former is meant, we think the rule is too strong; if the latter then it becomes a mere question of degree, as it seems to us that the question whether there is evidence for a jury, in cases of this sort generally is. Suppose, for instance, that the property stolen was deposited in some place in order to obtain access to which any outsider would have to climb over a very high wall; it might not be impossible or even outrageously improbable that a thief by great agility should get over it, just as men by the help of ingenious contrivances escape from prisons, and yet, of course, it would be by many degrees more probable that one of the company's servants who had easy access to the place should have stolen the article. But if it is admitted that in such a case there would be evidence of a felony by the company's servants, it is plain that the matter becomes one of greater or less probability, and the canon laid down by Willes, J., does not really afford us very much help. Every case must be judged of with reference to the conflicting probabilities involved in its own special facts, and the decision in *McQueen v. The Great Western Railway Co.* must not be taken as deciding that in no case can the balance of probability in favour of the felony having been committed by the company's servants amount to *prima facie* evidence of felony by them. It is necessary to guard against drawing too sweeping an assumption from the recent decision in one direction, just as too sweeping an assumption was drawn from the decision in *Vaughton's case* in the other.

In *McQueen's case* it should be observed that the facts did not involve a very strong degree of probability against the inference that the goods might have been stolen by an outsider. The goods, which consisted of a case of pictures, were placed in a truck on a siding in the

goods station. That station was about a mile in length, and was laid down with two sets of rails or sidings, over which were two level crossings, so that any persons coming on to the level crossings could, if they pleased, get into any part of the goods station. On one side of the fence was a low paling over which persons outside could easily climb, and on the other side were two gates, a cart gate and a foot gate; a number of persons came through the cart gate with carts, bringing and taking away goods to and from the station. After six o'clock the cart gate was locked, but the foot gate was open day and night. Persons other than the company's servants used the goods station as a thoroughfare to get from one part of the town of Cardiff to another. It is obvious that under these circumstances there was nothing very improbable in the supposition that some person with a cart had, while the company's servants' backs were turned for a moment, put the case into his cart. In a large goods station there must be sufficient opportunity for such a theft.

With regard to *Vaughton's case*, so far as it decides that it is not necessary to fix any particular servant of the company with the felony, it appears to us that it was most distinctly approved of by the court. It seems plain that it would be most unreasonable to require the plaintiff to prove any particular servant to have committed the felony, and we cannot see any principle of law or evidence on which this should be necessary. As to the question what evidence will be necessary to raise an inference of felony on the part of some of the company's servants, the decision in *Vaughton's case* is of more doubtful value. It does not appear in this respect to be inconsistent with *McQueen's case*, because undoubtedly there were circumstances, though not of very great weight, which called for explanation from the company's servants, and the company's servants were not put into the box to explain them. These circumstances, coupled with the greater *a priori* probability that the company's servants had stolen the things from their having greater facilities of access to them, and the fact that no explanation was given by the company's servants, were held sufficient evidence to go to the jury. But as in cases of negligence and other cases, where questions really of fact are treated as questions of law, the decision in one case of this sort is not of much value in determining another, unless the facts are almost identical, inasmuch as the facts may vary indefinitely, and a very slight change in the combination of facts may make all the difference.

On Saturday the Lord Chief Justice of England announced that the judges of the Queen's Bench Division—in common with those of the others—having received a requisition, most numerously signed, desiring that the courts should not sit on Saturdays later than two o'clock, and the Lord Chancellor having directed that the offices be closed at that time, the judges had come to the resolution to comply with the requisition.

On Monday, in the House of Commons, in answer to Mr. Mardon Jd, Mr. Cross said that it was the intention of the Lord Chancellor to introduce a Bill this session to amend the Law of Juries; and on the same day, in answer to Mr. Whitwell, Mr. Cross said he was quite prepared to bring in a Bill on the subject of public prosecutors if a fitting opportunity offered—that was to say, if the other business of the session permitted.

In a case of *Smith v. Pilgrim* before Vice-Chancellor Malins on Monday last, the Vice-Chancellor said he had seen a report of some observations lately made by Vice-Chancellor Sir Charles Hall. Those observations were that he hoped, after the experience which several recent cases in that branch of the court had afforded, that evidence would frequently be taken by affidavit, for he considered that it was strongly for the interest of the suitors that the evidence in all actions should as much as possible be so taken. Vice-Chancellor Malins said the question was one upon which he had often expressed his opinion, and he did so again, concurring in the views of the Vice-Chancellor Sir C. Hall upon the subject.

Recent Decisions.

INTEREST ON DEBTS UNDER 3 & 4 WILL. 4. C. 42, S. 28.

(*Geake v. Ross*, C.P., 23 W. R. 658; *Duncombe v. Brighton Club and Norfolk Hotel Company*, Q.B., 23 W. R. 795, L. R., 10 Q. B. 391.)

These two cases put a beneficial, perhaps what Bramwell, B., would call a benevolent, construction on the word "certain," as it occurs in section 28 of 3 & 4 Will. 4, c. 42, which allows the jury to give interest on "debts or sums certain" which do not in their own nature bear interest, provided they were "payable by virtue of some written instrument at a certain time," or from the time of demand, when demand of payment is made in writing giving "notice to the debtor that interest will be claimed from the date of such demand until payment." The case of *Geake v. Ross* turned upon the second branch of the section, under which the defendant contended that, to satisfy the requirement of the statute, the demand must be of "a sum certain at a time certain," that is of a sum precisely named on a day precisely named in the demand. The demand in question was a letter stating that the defendant owed plaintiff, who had supplied him with goods, "for balance and interest over £1,100," and that if the account were not settled he should take legal proceedings to recover "the sum due to me." There could be no doubt that this letter amounted to a demand of payment, that is, of immediate payment; it might seem more doubtful whether, although it mentioned interest as due, it amounted to a claim of interest in the future. But the objection taken, and which was overruled by the court, seems rather to have been that it did not mention a precise sum nor fix a precise day from which interest was to run. It was, however, a demand of the whole debt due, which was a liquidated demand; and although Archibald, J., alone distinctly puts the decision in favour of the plaintiff on that ground, saying that the words "debt or sum certain" are intended to distinguish the subject-matter from unliquidated damages, and do not mean that there need be a demand of a "specific sum of money," yet the decision, in effect, amounts to this. And unless it were held that a creditor would be better off who named a precise but wrong amount than one who claimed his debt in general terms, which seems absurd, it would follow, if the defendant's contention were right, that by an error in his statement, the creditor would lose the benefit of the statute. But if the difficulty as to the sum is surmounted, there hardly remains room for that as to the time, because the demand is for payment now, and therefore now is the precise time from which interest is to run.

It must be added that an earlier letter had given notice that the plaintiff would charge "interest on whatever sum shall remain due on the 1st of November next, until payment." Grove and Archibald, JJ., were both inclined to hold this letter a demand of payment, and we think it is to be regretted that they yielded to the doubt of Lord Coleridge, C.J., so far as to allow that, though a clear demand of interest, it might not be within the words of the statute. Of the two letters we should have thought it the more clearly within the words.

In *Duncombe v. Brighton Club and Norfolk Hotel Company*, the question arose on the first branch of the section. The plaintiff had furnished goods on the written terms of "one-third in cash," and on this one-third he claimed interest. The court applied the same maxim of *Id certum est quod certum reddi potest*, and held that the "certain time" was sufficiently fixed by the delivery of the goods. Blackburn, J., indeed thought that "the written instrument should positively indicate the time of payment," but was not sorry that the other members of the court took a different view; Mellor, J., held it to be sufficient "that the basis of a calculation by which it might be ascertained should be established by the written instrument"; and Lush, J., said, "to specify the event on

which the payment is to be made is as much an ascertaining of the time as to name the day."

We should be glad to see the principles on which these decisions proceeded ratified, but the cases are, perhaps, hardly consistent with earlier decisions. In *Geake v. Ross*, indeed, the rule laid down by Hall, V.C., in *Hill v. South Staffordshire Railway Company* (L. R. 18 Eq. 154), was brought to the notice of the court and expressly dissented from. But it is strange that in *Duncombe v. Brighton Club and Norfolk Hotel Company*, neither of two cases were quoted which both seem opposed to the decision of the court. The one is *Taylor v. Holt* (3 H. & C. 452), the other is *Merchant Shipping Company v. Armitage* (22 W. R. 11, L. R. 9 Q. B. 99, 114). In *Taylor v. Holt* a loan, made on a letter which asked for it "until Monday, the 2nd of October," was held not to carry interest under the statute, because "it was payable at that time by virtue of the letter and of what took place afterwards," that is, the advance on the terms of the letter; which is exactly descriptive of *Duncombe's case*. In *Merchant Shipping Company v. Armitage* the Court of Queen's Bench allowed interest under the statute on a lump sum freight, payable after discharge and right delivery of the cargo, in cash, two months after ship's report inwards; but the Court of Exchequer Chamber disallowed it. Yet the time seems as certain as that fixed by delivery of the goods and sending in an invoice. According to these cases one would think that in *Duncombe's case* the amount was neither payable by virtue of a written instrument, nor payable at a "time certain."

PRIVILEGE OF WITNESS FROM ACTION FOR SLANDER.

(*Dawkins v. Lord Rokeby*, H.L., 23 W. R. 931.)

That statements made by witnesses in courts of justice are absolutely privileged, so that no action for slander can be founded on them, has long since been settled, and is a commonplace in law. Such witnesses, however, always speak under the sanction of an oath, and are liable to indictment for perjury. The present decision of the House of Lords, affirming the decision of the Exchequer Chamber (21 W. R. 544, L. R. 8 Q. B. 255), extends the same privilege to witnesses before a military court, who do not give evidence under the same sanction. The expressions used by the Lord Chancellor are carefully limited to the case:—"It was an inquiry connected with the discipline of the army, it was an inquiry warranted by the Queen's Regulations and Orders for the army, it was called by the Field-Marshal Commanding-in-Chief in pursuance of these Regulations, and the defendant in the action was called before that inquiry as a witness, as a person who was required to make statements relevant to the inquiry which was then being conducted, and it was in the course of that inquiry that those statements were made," to which he also adds that the defendant was a military man subject to the Army Regulations. It cannot be said that it is unreasonable that a witness under these peculiar conditions should have the same immunity as is enjoyed by witnesses in courts of justice, but it must not be taken that any other person so giving evidence, not under the obligations of the military service, but as a volunteer, would enjoy the same protection. Whether it is reasonable that a witness should at the same time be free from all legal liability is another question; and it may be reasonably said that it would be just and right that he should be subject to the same criminal responsibility, if his evidence is false, as those who enjoy a corresponding protection elsewhere.

On the 24th inst. the Master of the Rolls stated that he had consulted the Vice-Chancellors with reference to the question of an adjournment in the course of the present sitting; and proposed, in accordance with a suggestion from the bar in answer to a previous inquiry of his lordship, to adjourn from Thursday, March 2, to Thursday, March 9, sitting on both Thursdays.

Reviews.

TITLE DEEDS.

ON THE CUSTODY AND PRODUCTION OF TITLE DEEDS AND OTHER DOCUMENTARY EVIDENCE AT LAW, IN EQUITY, AND IN MATTERS OF CONVEYANCING, INCLUDING COVENANTS FOR THE PRODUCTION OF DEEDS AND ATTESTED COPIES. By WALTER ARTHUR COPINGER, Esq., Barrister-at-Law. Stevens & Haynes.

The introduction of the new procedure and the simultaneous flood of books which we have been called on to review have caused a considerable delay in our notice of this work. The subject is one on which the existing text-book is antiquated, and one in respect of which practitioners are frequently called on to advise. Mr. Copinger has collected and analyzed the authorities with great diligence, and although our own sensations in reading his book are that it rather wants the string of principle to be run through the cases, yet we must admit that this would be a very difficult task. In addition to the subjects the names of which form the title of the work, several other matters are treated that may be of use, such as the modes of verifying abstracts and the searches to be made on purchases; and among the precedents given some may be found useful; we would in particular instance a form of a statutory declaration by a vendor that the property is unincumbered (appendix II. p. xlii). The reader should notice that the frequent references to section 7 of the Vendor and Purchaser Act, 1874, are already obsolete.

FIRE INSURANCE.

THE LAW OF FIRE INSURANCE. By CHARLES JOHN BUNYON, M.A., Barrister-at-Law. Second Edition. C. & E. Layton.

This book is really a monograph of the law relating to fires. The greater part is, of course, devoted to fire insurance, but there are chapters on statutory and municipal regulations for the prevention and extinguishment of fires, and on arson; and incidentally Mr. Bunyon discusses most of the questions arising upon the destruction of property by fire. He does not pretend to cite all the cases, but he gives the most important, and he has in this edition added references to American cases on questions as to which English authorities are wanting. He says that he has never intentionally quoted a foreign case where he could find an authority at home, and in general we think he has followed this rule; but we observe that on p. 169 an American case of *Bussman v. Ganster* (72 Penn. R. 286) is cited for the proposition that the tenant is liable to pay rent, "even although the landlord may have insured, and have received the insurance money, when there is an express covenant for the payment of the rent during the tenancy." Surely *Leeds v. Cheetham* (1 Sim. 146) and *Lofft v. Dennis* (1 E. & E. 474) are English authorities in point, and they are cited in support of the same proposition, stated in another form, on p. 179. The effect of the cases is generally accurately given, but the account of *Taylor v. Caldwell* (11 W. R. 726, 3 B. & S. 826, on p. 169, needs a good deal of revision. Of the book, as a whole, we may say that it is well arranged, and, generally speaking, clearly and carefully written. Here and there it appears to us that a little condensation might have been employed with advantage, especially in the statement of the cases cited; but as Mr. Bunyon probably writes, not only for lawyers, but for people who have not access to the reports, this fulness of statement may be excusable.

Notes.

ON FRIDAY, February 18, in a case of *Ex parte Brooker*, an important question was decided by the Court of Appeal with regard to the position and obligations of a trustee appointed under a liquidation petition. The trustee under a liquidation by arrangement, who was one of a firm of accountants, had paid the moneys received by him on account of the estate into his own bankers, not to a separate account, but to the general current account of the firm. The creditors had not appointed any bank into which the money should be paid. Upon its being discovered what had been done, some of the creditors applied to the court for an order that the trustee should pay interest at the rate of twenty per cent. per annum upon the moneys which he had thus dealt with. The application was made under section 30 of the Bankruptcy Act, 1869, which provides, with regard to a trustee in a bankruptcy, that he "shall pay all sums from time to time received by him into such bank as the majority of the creditors in number and value at any general meeting shall appoint, and failing such appointment into the Bank of England; and if he at any time keep in his hands any sum exceeding £50 for more than ten days he shall be subject to the following liabilities; that is to say, (1) he shall pay interest at the rate of twenty per cent. per annum on the excess of such sum above £50 as he may retain in his hands." Section 125 provides, by sub-section 7, that "the trustee under a liquidation shall have the same powers, and perform the same duties, as a trustee under a bankruptcy, . . . and, with the modification herein-after mentioned, all the provisions of this Act shall, so far as the same are applicable, apply to the case of a liquidation by arrangement in the same manner as if the word 'bankrupt' included a debtor whose affairs are under liquidation, and the word 'bankruptcy' included liquidation by arrangement." Then, by sub-section 8, "The creditors at their first or any general meeting may prescribe the bank into which the trustee is to pay any moneys received by him, and the sum which he may retain in his hands," and by sub-section 9 the provisions of the Act with respect to the release of the trustee and to the audit of accounts by the comptroller are not to apply in the case of a liquidation by arrangement, but "the release of the trustee may be granted by a special resolution of the creditors in general meeting, and the accounts may be audited in pursuance of such resolution, at such time, and in such manner, and upon such terms and conditions as the creditors think fit." Upon the construction of these clauses of section 125 the Court of Appeal held that section 30 has no application to the trustee under a liquidation. It was pointed out that, while sub-section 7 expressly says that the trustee in a liquidation is to have the same powers and to perform the same duties as the trustee in a bankruptcy, it does not say that he is to be subject to the same liabilities, and, moreover, it was the evident intention of sub-sections 8 and 9 to place the administration of a liquidation mainly under the control of the creditors, instead of under the control of the court, as in a bankruptcy. This decision appears by implication to overrule that of the Chief Judge in *Ex parte Old* (22 W. R. 365, L. R. 17 Eq. 457).

IN A CASE of *Re Herschfeld*, heard by the Chief Judge on Monday, February 21, an order had been made upon a compounding debtor that he should pay the composition to one of the creditors. The order was not obeyed, and an application was then made by the creditor to commit the debtor for contempt. Notwithstanding the enactment of section 126 of the Act of 1869, that "the provisions of a composition may be enforced by the court on a motion made in a summary manner by any person interested, and any disobedience of the order of the court made on such motion shall be deemed to be a contempt of court," the Chief Judge held that an order for committal could not be made unless it was shown that the debtor had the means of paying the money. In *Re Herschfeld* there was evidence that the debtor was living in a handsomely furnished house, but, as it was not shown that the house or the furniture belonged to him, the Chief Judge refused to make an order for committal.

IN A CASE of *Ex parte Davis*, heard on the same day, a difficulty arose with regard to concurrent bankruptcy and liquidation petitions. A bankruptcy petition was presented against a debtor on the 1st of December; on the 9th of December he filed a liquidation petition; on the 11th of December an adjudication was made against him, without any opposition on his part; on the 29th of December the creditors met under his petition and resolved on a liquidation by arrangement, and that application should be made to the court to annul the adjudication. The registrar refused to register these resolutions, on the ground that after the adjudication had been made the creditors were incompetent to pass them. The Chief Judge, however, directed that they should be registered observing that he decided nothing as to what the consequences of registration might be. It seems impossible to reconcile this decision with the opinion which was expressed by the Lords Justices in *Ex parte Foster* (23 W. R. 145, L. R. 10 Ch. 59). In that case an adjudication was made, and the proceedings under it were stayed until the creditors should have met under a concurrent liquidation petition, and, when they had met and passed resolutions accepting a composition, the court held that the adjudication must be annulled. But, said Lord Justice James, "had the adjudication been a simple adjudication in bankruptcy, made without any reference to the proceedings for liquidation, it could only have been got rid of under section 28, and with the sanction of the court." And this view was affirmed by the later case of *Ex parte Walton*, 23 W. R. 778, L. R. 10 Ch. 215, in which the facts were very similar to those in *Ex parte Davis*.

IN ANOTHER CASE of *Ex parte Harris* the question arose whether a receiver appointed by the Court of Chancery in an administration suit could issue a debtor's summons in respect of a sum which was due to him in that capacity. The Chief Judge held that he could. In a recent case of *Ex parte Muirhead* the Court of Appeal held that a person, to whom the Divorce Court had ordered the co-respondent in a divorce suit to pay the damages which the jury had awarded against him, and who was, when he received the money, to pay it into court to be dealt with as the court should direct, could not sustain a petition in bankruptcy against the co-respondent for the sum thus ordered to be paid to him, he being a mere conduit pipe to receive the money and bring it into court. It seems somewhat difficult to distinguish between the position of such a person and that of a receiver in a chancery suit.

IN A CASE of *Ex parte Thoday*, heard on the same day, a debtor had been adjudicated a bankrupt, the act of bankruptcy alleged being the execution of a bill of sale of the whole of his property to secure an antecedent debt and further advances. An appeal from the adjudication was brought, not by the debtor, but by the holder of the bill of sale, who described himself as a person aggrieved by the order of adjudication, and therefore entitled, by section 71 of the Act, to appeal from it. The Chief Judge held that the appellant had a direct interest in the matter, for that, if the adjudication remained, there was an end of his security, and his lordship held upon the evidence that the execution of the bill of sale was not an act of bankruptcy, and annulled the adjudication.

Vice-Chancellor Malins, on Monday, after having on a previous occasion intimated that the days on which he should rise for a brief period would be Saturday, the 4th of March next, and the following Monday and Tuesday, said that he understood Vice-Chancellor Hall did not intend to sit for four days at the end of this week. His lordship, in accordance with that precedent, proposed to include Wednesday, the 8th of March, in the number of those days in which he would not sit. His lordship also remarked that he found the petitions and short causes in his lists had diminished in number. That being so, he should in future take petitions and short causes on Fridays, and so leave the Saturdays free for the hearing of the adjourned summonses, and, following the example of the Queen's Bench, and other divisions of the High Court, his lordship said he would rise at two o'clock p.m. on Saturdays.

LAND TRANSFER IN FRANCE.

THE author of an amusing pamphlet entitled "Experiences of an English Buyer of Land in France" * gives the following account of land transfer and sales before the tribunal in France:—

All transfers and mortgages of real property are registered, and the register is the only recognized proof of the title of the owner or mortgagee. This naturally simplifies the law of real property, makes its transfer or mortgage a much easier matter than it is in England, and dispenses with the necessity of so much legal knowledge on the part of the conveyancer. The conveyancers in France are the notaries, who also act as the land and financial agents and general men of business of their clients. Their number is limited, and they are nominally appointed by the State, but the notary, like the *agent de change*, or stockbroker, is allowed to sell his *charge* or *étude*, with the sanction of the Government, which is never refused unless one of the parties is a political opponent, or unless the purchaser is a man of bad reputation. In the provinces the notaries have all or more than all the influence of the country solicitor in England, being the advisers and guides of their clients, who regard their notary's opinion as infallible, and rarely take the trouble to think for themselves on any matter of business. As a rule the notaries are a respectable body of men, though inconvenience and injustice are often occasioned by the same notary acting for both buyer and seller, and for several clients having adverse interests.

The notary is not a practising lawyer, and cannot directly engage in the contentious business of the courts. If a man has the misfortune to be engaged in a lawsuit, he must have recourse to an *avocat*, whose functions are almost those of a solicitor practising in the courts at Westminster. He communicates with his client or his client's *homme d'affaires*, instructs the advocate, and conducts the suit as a solicitor in England. The number of *avocats* practising before each tribunal is limited, and their *charges* or *études* are, like those of the notaries, bought and sold, subject to the approval of the authorities.

On winding up the estate of a client dying possessed of landed property, and leaving infant heirs, the family notary is obliged to employ an *avocat* to obtain a decree of sale from the tribunal, which then takes the entire direction of the proceedings, lots the property, fixes the upset price, the day of the sale, &c., &c., receives the purchase-money, or directs how it is to be disposed of. The sale takes place before the tribunal by auction, or *à la bougie*, as it is called, nobody but the *avoués* being allowed to bid. Those gentlemen are remunerated by a commission payable by the client or clients who employ them.

The following graphic description of the proceedings at a sale before the tribunal is from the pen of a French advocate:—

"The registrar reads a very short summary of the conditions of sale, limited to the description of the property and the naming of the upset price, and announces the amount of the costs incurred up to the sale. He then lights a taper, and declares the auction opened. A judge of the tribunal presides at the operation. 'A hundred francs!' 'A hundred and ten,' cries an *avoué*; 'a hundred and twenty,' 'a hundred and thirty,' 'two hundred!' 'Two hundred francs,' repeats the registrar in a rasping voice; 'no one speaks; the second taper is going out; I light the third!' The deepest silence reigns; you might hear a fly. The third taper flickers—is just going out—when another *avoué* rouses himself. 'Two hundred and five francs,' 'two hundred and ten,' 'two hundred and twenty,' 'two hundred and fifty!' And the biddings, which seemed over, are renewed with more spirit than ever. At last the three tapers have been lighted one after the other and burnt out, the property is knocked down to the *avoué* who bid last, and who must within three days declare the real purchaser and produce his acceptance of the bargain.

"Any one may make a higher bid through an *avoué* within eight days from the auction, provided the advance be at least one-sixth. In that event a new auction takes place in the same form as the first.

"At the opening of the auction, the registrar, as I have said, announces the amount of the taxed costs incurred up to the sale; but the simple purchaser who thought he had

only that amount to pay would be rather surprised when Rabelais' quarter of an hour came, the bill of costs being generally doubled by the subsequent expenses, for notification of the sale, clearing the title from the judgment, &c., &c., &c."

If there is no bid before all three tapers, which are not unlike long wax matches, are burnt out, the sale is postponed to another day, when a lower upset price is declared, and the same process is gone through; and so on *ad infinitum*, until the upset price is low enough to attract a bid a few francs above it.

A purchaser at a sale before the tribunal is placed at a great disadvantage. He must employ an *avoué* to bid for him, and the same *avoué* often acts for two or three intending buyers; if he is declared the purchaser he has to pay, in addition to the sum his *avoué* has bid for him, all the costs of the suit and legal proceedings both before and after the sale, the total amount of which is only ascertained some time afterwards; and lastly, he is liable to be outbid during eight days, and if he has set his heart upon the property, to have to pay (and especially if he is an Englishman) an enhanced price for it, and all the additional costs attending the new sale. I say especially if he is an Englishman, because the French provincials usually attribute to our countrymen the possession of much more money than brains; *riche et bête, comme un Anglais*, being an expression often used by the untravelled Frenchman.

I am informed that a purchaser at a sale before the tribunal must count on having at least thirty per cent. for costs, and sometimes considerably more, added to the price at which the property is knocked down to him. An eminent notary tells me that, on small transactions, the law costs payable by the purchaser at one of these sales often run up to three and four times the amount of the purchase-money. The same gentleman has given me the following statement of the results of some recent small sales before the tribunal which have come under his own notice:—

Lots.	Mise à prix or Upset prices.	Price at which sold.	Law Costs payable by purchaser, in addition to purchase-money.	Total Cost to purchaser.
			Frs.	Frs.
1.	Frs. 1,500	1,700	1,900	3,600
2.	1,000	1,010	900	1,910
3.	1,200	1,250	1,050	2,300
4.	100	105	340	445
5.	5	10	320	330

So it is evident that the tribunal which is supposed to protect the interest of infants practically does them great injury, as their property would sell for much more if the purchaser was not obliged to take into account the heavy costs he will have to pay in addition to his bid. In fact, the substance of the infant is often wantonly sacrificed in order to pay the lawyers' costs. Everybody complains of this crying abuse, but it seems the *avoués* play into each other's hands, and are so banded together to preserve their profitable monopoly that no French statesman has yet had the courage to insist on a reform. If the monopoly were abolished, the callings of notary and *avoué* amalgamated, the profession thrown open to all persons of proved good character able to pass a severe examination as to their legal qualifications, and an equitable table of fees framed by competent authority, the most prominent evils of the present system would doubtless disappear, and buyers and sellers would soon learn to look on sales before the tribunal with less repugnance and dread than they do now.

On sales by private contract the purchaser will usually find his notary's bill, including stamp duty, amount to about ten per cent. on the purchase-money. My own small purchases have amounted to 74,230 francs paid to the vendors, and my notary's costs for the transfer of the property amount to 7,466 francs.

The benchers of the Inner Temple have ordered that Easter Term shall be the first twenty-eight days of the Easter Sittings, and that Trinity Term shall be the first twenty-one days of the Trinity Sittings. The dinners in hall for keeping the term will commence, for Easter Term, on Tuesday, the 25th of April, and end on Monday, the 22nd of May; and for Trinity Term, on Tuesday, the 13th of June, and end on Monday, the 3rd of July.

* London: William Ridgway.

JURISDICTION OF THE MAYOR'S COURT.

In a recent case in which the Registrar of the Mayor's Court had been requested to grant two summonses under the Debtors Act, 1869, upon judgments recovered in the superior courts, and he had refused to grant them in consequence of the decision of the Common Pleas Division in *Washer v. Elliott*, application was made to the court to direct the registrar to issue such summonses. The assistant judge of the court, Mr. Brandon, in giving his decision, made the following remarks:—

It certainly has been the practice of this court to issue judgment summonses upon judgments of the superior courts in such cases irrespective of where the debtor could be found, it being presumed that the Act merely extended the power that this court now possesses to issue judgment summonses and commit on its own judgments under £20, irrespective of where the debtor may be, to like instances under judgments of the superior courts when the amount does not exceed £50 exclusive of costs, and I must admit that I have constantly adjudicated upon these summonses, because the words of the Debtors Act, 1869, are "any court" may commit to prison for non-payment of any debt or instalment due "in pursuance of any order or judgment of that or any other competent court," and it appeared to me that the word "competent" could and did only allude to the court making the order or giving judgment, and that the words "any court," in the absence of any interpretation clause within the Act, meant any court having the authority of commitment to prison in matters of debt under the power of any Act or law theretofore existing. I therefore considered the Mayor's Court had jurisdiction upon judgments *simpliciter* of the superior courts, as there does not appear any qualification of the word "judgment." In the recent case of *Washer v. Elliott*, however, in the Common Pleas Division of the High Court, it has been held that "the object of the Act was not to extend the local jurisdiction of inferior courts in any way, but merely to render them within their proper local limits auxiliary to the superior courts, so that, in case of debtors resident or carrying on business within such limits, resort might be had to the local court." It would thus appear that the Act does not give the inferior court power to issue summonses and commit on the judgment alone of the superior court, but that any authority under such judgment is controlled by or subject to the original jurisdiction of the inferior court, which would appear by the latter part of the judgment to be the jurisdiction of the court over causes of action. The judgment, however, says that the plaintiff "may obtain such summons and commitment in cases where the debtor resides or carries on business in London," but it does not appear from the judgment what gives the Mayor's Court such power, as, if the Act only gives power to the court to summon and commit subject to the original jurisdiction of the court, if the court has no such purely local jurisdiction over persons—that is, merely because they reside or carry on business within the locality—then it would appear difficult to determine under what authority the Mayor's Court can issue such summonses, for the Act of Parliament only mentions that the court may summon and commit upon the judgment of any competent court, and is silent as to any jurisdiction by reason of the debtor being within the local boundary or residing or carrying on business there, and although the judgment in *Washer v. Elliott* says "so that in the case of debtors resident or carrying on business within such limits resort might be had to the local court," yet the same Court of Common Pleas held in *Willis v. Harris* (43 L. J. C. P. 208) that carrying on business in London will not give the Mayor's Court jurisdiction over the cause of action, but that for that purpose the whole cause of action must arise within the local boundary irrespective of where the debtor carried on business, and prohibited proceedings in that action although the defendant carried on business in the City. Therefore by this decision, notwithstanding what is said in the judgment in *Washer v. Elliott*, this court has not any jurisdiction to issue a summons against any debtor or exercise any authority over him by reason that he carries on business in London. In that case the judgments say, "On the whole, therefore, without deciding the question whether it is necessary, for the purpose of giving the Lord Mayor's Court power to make the order in question, that the original cause of action should have accrued within its jurisdiction, we are satisfied that the Act confers

no such power in relation to debtors who do not reside or carry on business within the City of London, and a fortiori where the debtor is not at the time of the summons actually within the limits of jurisdiction, and therefore that all further proceedings upon the summons and order in question should be restrained." Inasmuch, therefore, as this court has no jurisdiction merely by reason of the debtor carrying on business within London, and as the Act of Parliament gives no jurisdiction by the judgment of the superior court irrespective of the original jurisdiction, this court must inquire whether the original cause of action accrued within the City before it can grant any summons upon the judgment obtained upon such cause of action. This would be an extremely inconvenient course—it would be trying a matter in a cause which did not form part of the issue in it, and which the plaintiff might object to on the ground that all his simple contract right had merged into a judgment or specialty debt, and if he contends that the judgment debt is a debt that would give the court jurisdiction as an original jurisdiction even then the court cannot assist him, as the Court of Common Pleas decided, in *Tapp v. Jones* (22 W. R. 632), that an action cannot be brought in the Mayor's Court upon a judgment of a superior court even where judgment had been signed within the city of London. Under these circumstances it appears to me that the only course left to the court would be to inquire into the original cause of action in the superior court upon which judgment has been obtained, before issuing a summons upon the judgment so obtained, a course that could scarcely have been contemplated by the Legislature. In the absence, therefore, of any jurisdiction conferred by the Act of Parliament over persons on account of their carrying on business within the City, and in the absence of any like original jurisdiction which it has been declared by the Court of Common Pleas in *Willis v. Harris*, that this court does not possess, I cannot see under what authority the summons can issue. I am not unaware of the 12th and 15th sections of the Mayor's Court Procedure Act, 1857, giving this court jurisdiction in cases under £50 where the defendant carries on business within the City; that is, the defendant cannot raise any objection to such jurisdiction: (*Baker v. Clark* L. R. 8 C. P. 121). But were I to direct the summons to issue upon the ground that the defendant cannot raise the objection, yet it would be futile, as a prohibition could be obtained on the application of a stranger, and a defendants' attorney, in the case of *Willis v. Harris*, has been held to be sufficiently a stranger for that purpose. Under these circumstances, I cannot direct the registrar to issue the summons.

Appointments, &c.

MR. JOHN BELL, jun., of Appleby, son of Mr. John Bell, barrister, clerk of the peace for Westmorland, has been appointed by the Earl of Lonsdale to be Deputy-Clerk of the Peace for that County.

MR. EDWARD COXWELL, solicitor (of the firm of Coxwell, Bassett, & Stanton), has been appointed a Magistrate for the Borough of Southampton. Mr. Coxwell was admitted a solicitor in 1823, and is coroner for Southampton, and clerk to the New Forest Board of Guardians and to the county magistrates at Lyndhurst.

MR. SAMUEL BENJAMIN LARGE DRUCE, barrister, has been appointed Secretary to the London Farmers' Club. Mr. Druce was called to the bar at Lincoln's-inn in Michaelmas Term, 1867, and has practised as an equity draftsman and conveyancer.

MR. GEORGE DEVEREUX HARRISON, solicitor, of Welchpool, has been appointed by the High Sheriff of Montgomeryshire (Mr. Richard John Edmunds) to be Under-Sheriff of that County for the ensuing year. Mr. Harrison was admitted a solicitor in 1871, and is registrar of the Welchpool County Court, deputy-clerk of the peace and clerk to the Lieutenancy for Montgomeryshire, clerk to the county magistrates for four petty sessional divisions, clerk to the Pool and Forden Highway Board, and to the second district of Turnpike Trustees in the counties of Montgomery and Salop.

MR. JOHN HESTER, solicitor, of Oxford, has been appointed Clerk to the Adderbury and Oxford Turnpike

Trust, in the place of his father, the late Mr. George Parsons Hester, many years town clerk of Oxford. He was admitted a solicitor in 1850, and was in partnership with his brother, Mr. Frederic Hester, lately deceased. He has also been appointed Secretary to the Oxford Gas Light and Coke Company and Clerk to the Commissioners of Land and Income Taxes, in the place of his deceased father.

Mr. HORACE MANN, barrister, has been appointed Secretary to the Civil Service Commissioners, in succession to Mr. Theodore Walrond, appointed Third Commissioner. Mr. Mann was called to the bar at Lincoln's-inn in Michaelmas Term, 1847, and formerly practised on the Home Circuit. He has been for several years registrar to the Civil Service Commission.

Mr. CHARLES SAWBRIDGE, solicitor, of 10, Milk-street, has been elected Deputy-Governor of the Irish Society for the ensuing year. Mr. Sawbridge was admitted a solicitor in 1843, and has been for some time one of the representatives of Cripplegate Ward Within in the Common Council.

Mr. CHARLES SPELMAN TODD, solicitor, of Hull, has been appointed Town Clerk and Clerk to the Urban Sanitary Authority, Registrar of the Court of Record of Hull, and Steward of the Manor of Myton, in the place of Mr. G. C. Roberts, resigned. Mr. Todd has for many years acted as law clerk to the local board of health. The new town clerk is to receive a salary of £1,000 per annum, and £2 2s. per day and railway fares when absent on corporation business, but is not to be allowed to engage in private practice.

Obituary.

MR. JOHN FORSTER.

Mr. John Forster, barrister, many years a commissioner of lunacy, was born at Newcastle-upon-Tyne and was educated at University College, London, where he was a member of the late Mr. Andrew Amos's first law class. He was called to the bar at the Inner Temple in Hilary Term, 1843, having been a pupil in the chambers of Mr. Thomas Chitty. He did not, however, embark in practice, his chief attention being devoted to literary pursuits. In 1855 he was appointed by Lord Cranworth to the office of secretary to the Lunacy Commission, and in 1861 he became one of the Commissioners of Lunacy. He retired from the office about four years ago, but still continued to hold the position of an "unpaid" commissioner. Mr. Forster was for a short time editor of the *Daily News*, and afterwards editor of the *Examiner*, and he was a frequent contributor to the *Edinburgh* and other reviews. He was an intimate friend of Dickens, Thackeray, Landor, and other leading literary men, and the author of many historical and other works, among others "The Statesmen of the Commonwealth of England," "Debates on the Grand Remonstrance," and the lives of Sir John Eliot, Oliver Goldsmith, Walter Savage Landor, and Charles Dickens. Mr. Forster was an intimate friend of Mr. Dickens, who relied upon his legal advice in most of his arrangements with publishers and others. For several years Mr. Forster had been engaged on a life of Dean Swift, the first volume of which was published only a few weeks ago.

MR. JOHN HENRY BARKER.

Mr. John Henry Barker, barrister, many years one of the Metropolitan police magistrates, died at his residence, East Lodge, Bakewell, on the 28th ult., in his seventieth year. The deceased was the eldest son of the late Mr. Thomas Barker, and was born in 1806. He was educated at Christ Church, Oxford (where he graduated M.A. in 1834), and he was called to the bar at Lincoln's-inn in Easter Term, 1836. He practised on the Midland Circuit, and Derbyshire, Nottinghamshire, and Lincolnshire Sessions. In 1860 Mr. Barker was appointed stipendiary magistrate at Worship-street Court, but he was soon afterwards transferred to Clerkenwell. He was a sound lawyer, and a careful and hard-working magistrate, and was very popular with the officials of the court and with those who practised

before him. In the summer of 1874 his health became so bad that he was obliged to send in his resignation and to retire on a pension. Mr. Barker was a magistrate and Deputy-Lieutenant for Derbyshire.

MR. ASHLEY MAPLES, JUN.

We regret to announce the death of this gentleman, which took place at Stonegate Lodge, Spalding, Lincolnshire (his native town), on Monday morning, the 7th inst., in his thirtieth year, after a lingering illness from consumption of about three years' duration. The deceased was the eldest son and partner of Ashley Maples, Esq., of Spalding (admitted 1828, one of the oldest practitioners in Lincolnshire). Having served his articles with his father and Messrs. Routh & Stacey, of 14, Southampton-street, he was admitted in 1859, since which time the father and son had carried on an extensive general practice in co-partnership under the title of Maples & Son, the elder partner having been clerk to the Spalding Union since its formation in 1835, and to the county justices for Holland Ellor, Lincolnshire (probably the largest county division in England), for the past twenty years. Mr. A. Maples, jun., was a commissioner in all the courts, assistant clerk to Spalding Union, clerk and receiver to Moulton Endowed Schools, hon. clerk to Moulton Poor Estates Feoffees, and receiver to the Spalding and Pinchbeck Drainage Trustees, and the firm have been for many years district agents to the county Conservative party, Spalding being the nomination and chief polling place for South Lincolnshire. Upon the formation of volunteer corps in 1859, the deceased was elected the first ensign of the 13th Lincolnshire (Spalding) Rifle Corps, and subsequently was promoted to be lieutenant of the same corps, which post he held for several years up to his resignation. He married Miss Margaret Jane Kenyon, of Brookfield Ditton, and he leaves three children.

MR. WILLIAM HODGSON BARROW.

Mr. William Hodgson Barrow, many years M.P. for South Nottinghamshire, died at Southwell a few days ago at the age of ninety-one. The deceased was the second son of the Rev. Richard Barrow, and was born in 1784. He was educated at the Southwell Grammar School; and was admitted a solicitor in 1806, and carried on business at Southwell till his retirement from practice in 1833. He was soon afterwards made a magistrate and Deputy-Lieutenant of Nottinghamshire, and served the office of High Sheriff of the county in 1845. In 1851 he was elected M.P. for South Notts in the Protectionist interest, defeating Viscount Newark (the present Earl Manners) by a small majority, but at all subsequent elections he was returned unopposed. He retained his seat till 1874, when his great age compelled him to retire, he having long been (in age, though not in actual seniority of standing) the "father" of the House of Commons. He gave a warm support to the Conservative party, but was highly esteemed by all sections in the House. Mr. Barrow was an active magistrate, and took a keen interest in all agricultural subjects. He was also a Fellow of the Royal Agricultural Society, the Royal Archaeological Society, and the Royal Botanical Society. He died unmarried.

MR. GEORGE PARSONS HESTER.

Mr. George Parsons Hester, solicitor, died at his residence, Parktown, Oxford, on the 4th inst. Mr. Hester, who was nearly eighty years of age, was admitted a solicitor in 1819, and had been for about forty years in practice at Oxford. During the greater part of that time he had been town clerk, clerk of the peace, and registrar of the borough Court of Record. He retired from these offices, on account of failing health, at the close of last year, when the town council passed a resolution expressing their sense of his valuable official services, and arrangements had been made for presenting him with a testimonial to commemorate his long connection with the corporation. Mr. Hester was also clerk to the Charity Trustees and Commissioners of Taxes, a perpetual commissioner for Oxfordshire and Berkshire, and one of the proctors in the Vice-Chancellor's court. He was for several years in partnership with Mr. Edward Wells Hasell. His sons, Messrs. John and Frederick Hester, are in practice in Oxford.

Societies.

UNITED LAW STUDENTS' SOCIETY.

A meeting of this society was held at Clement's-inn Hall on Wednesday, the 23rd of February, Mr. F. Thornton in the chair. Mr. H. Round, LL.B., opened the subject for the evening's debate, viz., "That suicide should not be held a crime." The motion was lost by a majority of two.

BARRISTERS' BENEVOLENT ASSOCIATION.

The annual meeting of this society was held in the Middle Temple Hall on Friday, the 18th inst., Lord Penzance in the chair. Among those present were Vice-Chancellor Sir C. Hall, Sir Henry James, Q.C., M.P., Sir J. Karslake, Q.C., Mr. Manisty, Q.C., Mr. E. E. Kay, Q.C., Dr. Deane, &c.

The SECRETARY read the report which stated that eighty-two new members had joined the association in the year, thus increasing the donations by £546, and the annual subscriptions by £114. The donations at the end of the year were £3,138 and the annual subscriptions £683. Fifteen applicants had been relieved during the year, the sum distributed amounting to £634, of which £28 had been repaid. Sixteen applications had been refused from various causes.

The CHAIRMAN, in moving the adoption of the report, said until last year he was not aware of such an association being on foot, but after last year's meeting it became more known, and, having learnt from Sir Henry James its excellent objects, he had expressed to him the great propriety of every one connected with the profession doing all he could to further its objects. Those who owed everything to the profession of the law ought not to be sparing in assisting those who had been less fortunate, and on whom unforeseen misfortunes had sometimes fallen heavily. The most eloquent voice in Westminster Hall having addressed them last year on the objects of the association and the benefits conferred by it, it would be needless for him to follow in that direction; and he also felt that, so far as the general question of benevolence towards their brethren in the profession was concerned, the gentlemen of the bar never had required and never would require stimulating. Assisting by an association like theirs was far superior to assisting by private subscription, for if a member of the bar fell into difficulties it was only in the last resort that he would apply to his friends, whereas he could apply at once to the association. During his connection with the profession he had often been astonished that the bar, as a body, had so rarely combined together—indeed, so far as he could recollect, they had never taken united action as a body—and it was a source of great gratification to him that the first time they had done so it was for a purely benevolent object, entirely apart from any selfish interest. He wished the association every success.

Sir J. KARSLAKE, Q.C., in seconding the adoption of the report, said he thought the objects of the association recommended themselves to the profession generally. The report was adopted unanimously, and the meeting was subsequently addressed by Mr. Manisty, Q.C., Mr. E. E. Kay, Q.C., Vice-Chancellor Sir C. Hall, Mr. Lanyon, Sir Henry James, Q.C., M.P., Dr. Deane, and several other gentlemen. Various resolutions were passed appointing the committee of management for the ensuing year, and thanking the auditors, the committee, the hon. secretary, and the treasurer and the masters of the bench of Middle Temple; and the proceedings terminated with a cordial vote of thanks to the chairman.

The Town Council of Kingston-upon-Hull, at a meeting held on Monday last, passed a highly complimentary vote expressing their sense of the services rendered by Mr. Roberts in his office of town clerk, and their deep regret at his resignation of the same, and directed the vote to be suitably engrossed on vellum and framed and presented to Mr. Roberts. They also by unanimous vote requested Mr. Roberts to continue certain parliamentary and legal pending business of the corporation to its conclusion.

Judges' Chambers.*

(Before DENMAN, J.)

Feb. 7.—*Mercantile River Plate Bank v. Isaac*.

Substituting a plaintiff—Ord. 16, r. 2.

This was an action for the balance due on a promissory note, brought under the Bills of Exchange Act. The present application, on appeal from Master Manley Smith, was to substitute one Hart as the plaintiff in the action. It appeared that the promissory note had been drawn in favour of Hart, who was a banker; that Hart, on leaving England, had put the note into the hands of the Mercantile River Plate Bank, but without indorsing; and that on its falling due, Hart, having been informed that he had omitted to indorse it, forwarded to the River Plate Bank an indorsed copy of the note. It was in consequence of this informality in the note sued upon that it was desired to substitute Hart as plaintiff in the place of the Mercantile River Plate Bank.

E. Jones, for substituted plaintiff.

T. Hastings, for defendant.

An objection taken that this action being under the Bills of Exchange Act the new procedure could not be taken advantage of having been overruled.

DENMAN, J., made the order asked for, reversing the decision of the master, the substituted plaintiff to pay the costs of both applications.

Solicitors for Hart, *Mackrell & Co.*

Solicitors for the defendant, *Aus in & Co.*

Feb. 8.—*Phun v. Norman Iron, &c., Company*.

Venue—Ord. 35, r. 1.

A plaintiff has now an absolute right of fixing the place of trial, subject to the defendant's showing such preponderance of convenience in trying elsewhere as to oust that right. *Per DENMAN, J.*

Feb. 8.—*Makin v. Barrow*.

Injunction—Judicature Act, 1873, s. 25, sub-section 8.

In this case, *Forbes* applied for an interlocutory injunction to restrain the defendant from committing certain trespasses. The application had been originally made *ex parte* to Lindley, J., who refused to make an order; and the plaintiff now proceeded upon summons. The plaintiff's affidavit stated that the defendant had erected buildings on his own land, and in order to support such buildings had subsequently erected five buttresses, which encroached upon the land of the plaintiff; that since the issuing of the writ in this action (January 14, 1876), the defendant's carts, containing heavy weights, had passed and re-passed over the plaintiff's land, thereby cutting up the said land and covering it with ashes and other refuse.

DENMAN, J.—As to the buttresses there can, of course, be no interlocutory injunction. As to the other alleged trespasses, I doubt whether a sufficient case of continuing injury is shown for me to grant an injunction. The affidavit seems to me to disclose nothing but what may be compensated by damages.

Forbes.—The plaintiff cannot get damages for any injury since the writ.

On behalf of the defendant it was then stated that he would consent to damages being assessed up to the date of trial.

No order, the defendant consenting that the jury at the trial, if a verdict should be found for the plaintiff, shall assess damages for all injury done to the plaintiff's land up to the date of trial. Costs in the cause.

Feb. 8.—*Oger v. Bradnum*.

Procedure under Bills of Exchange Act—District registry—Ord. 2, r. 6; ord. 5, rr. 1 and 2; ord. 12, r. 3; ord. 35, r. 4.

This was an action under the Bills of Exchange Act brought in the district registry of Manchester; and the important question was now raised, having been referred by the district registrar to the judge, as to whether an action under the Bills of Exchange Act could be carried on in a

* Reported by A. H. BITTLESTON, Esq., Barrister-at-Law.

district registry. The question is dependent on the construction to be put upon the words of ord. 2, r. 6.

Gainsford Bruce, for defendant.—The only provisions for the issue of writs out of a district registry are for the issue of writs in the ordinary form. It was never intended that a defendant should be compelled to appear in a district registry if residing elsewhere. But under the Bills of Exchange Act the whole procedure would have to be altered if the defendant is to have the option of not appearing in the place where the writ is issued. If this action can be brought in a district registry I must go before the district registrar in order to obtain leave to appear. *Pollock v. Campbell* (ante p. 232, 24 W. R. 320) was referred to.

Arthur Wilson, for plaintiff.—I think the apparent difficulty here is overcome if the exact words of ord. 2, r. 6, are looked to. The question is, What meaning is to be attached to the words "the procedure under the Bills of Exchange Act"? It is conceivable that that might be read as meaning that the whole procedure in the action was to be the same as it would have been if the Judicature Acts had not been passed, but that interpretation would be extremely inconvenient, and would further be incompatible with a decision of Mr. Justice Lindley, reported, 20 SOLICITORS' JOURNAL, p. 242, allowing a party in an action under the Bills of Exchange Act to take advantage of the provisions of the Judicature Act for the purpose of joining another defendant. The interpretation that I would suggest was intended to be put on the above words is "the procedure so far as it is governed by the Bills of Exchange Act." This construction of the words would not be at variance with the decision in the case cited by my friend, which has been affirmed by the court. That decision went on the ground that there was an express provision in the Bills of Exchange Act for personal service of the writ. This Act deals also with the form of the writ, and with the obtaining leave to appear, and it is to those provisions that the rule in question applies. As regards matters of procedure not dealt with by the Bills of Exchange Act, an action commenced under that Act should now be carried on under the Judicature Acts, and not under the old practice. The Act in question has been expressly extended to all the county courts in England. By ord. 5, r. 1, the plaintiff in any action other than a probate action, may issue a writ out of the district registry. Although this rule makes an express exception it does not in any way except an action under the Bills of Exchange Act. The argument applies with especial force to the district registry of Lancaster. The powers of prothonotaries are kept alive by the Judicature Acts, and they had the power of issuing writs under the Bills of Exchange Act.

DENMAN, J.—If this action can be commenced in a district registry no doubt the defendant will be at liberty to apply to remove the action to London from the district registry under r. 13 of ord. 35. My own impression is that Mr. Wilson's interpretation of the rule is the correct one; but I shall refer the question to the court.

All proceedings stayed. Costs in the cause.

Solicitor for plaintiff, *Goldring*.

Solicitors for defendant, *Pattison, Wigg, & Co.*

[See the decision of the court to the same effect, noted ante p. 313].

Feb. 9.—*Schomberg v. Zoebelli*.

Particulars of claim—Ord. 21, r. 4.

This was an application for further and better particulars of claim in an action where the writ was specially indorsed and the plaintiff had delivered a notice that his claim was as on writ instead of a statement.

In support of the application it was stated that the plaintiff made a large claim for interest at twelve per cent.; that, as regarded the interest, the defendant disputed the claim. The defendant also desired to set up a claim for damages in respect of caps sent to the plaintiff, a merchant at Singapore, to be sold for the defendant, which caps had been transmitted by the plaintiff without any authority to Hong Kong, where, having been spoilt on the voyage, they were sold at a loss.

DENMAN, J.—The form of the summons should not have been for particulars, but for further statement of claim. What the defendant really wants is not particulars of the pleadings, but that it should appear on the pleadings what is his case and what is the defendant's. I think this

is a case where it will be better to have a statement of claim.

Order for further statement of claim.

Feb. 9.—*Wingard v. Cox*.

Particulars of statement of claim.

This was an action for slander, and the defendant now applied for an account of the names and addresses of divers persons mentioned in the statement of claim, and in what respects the plaintiff's business was falling off.

DENMAN, J.—The defendant is asking the plaintiff for the names of persons who were passing in the street at the time of the alleged slander being uttered; that can certainly not be allowed. To ask for particulars of damages in an action for slander is a very novel application; and to ask for the particulars of damages occasioned by the business falling off is only another way of asking what business the plaintiff did before the slander. It is very doubtful whether the plaintiff would be allowed at the trial to give particular evidence of damages occasioned by the falling off of his business.

Dismissed with costs.

Solicitor for plaintiff, *Cooke*.

Solicitor for defendant, *Froggart*.

Tuesday, Feb. 8.—SUBSTITUTED SERVICE—ORD. 9, r. 2.—On an application for substituted service of the notice of application for an attachment, an affidavit having been read,

DENMAN, J., said that, supposing it to be taken to be proved that the defendant was wilfully evading service, he knew of no power of ordering substituted service except in the case of a writ of summons in an action.

APPEARANCE—ORD. 12, r. 4.—This was an application to set aside an order of Master Unthank giving the defendants time, on the ground that the application should have been made to the district registrar of Manchester. The action was brought against the London and North-Western Railway Company to recover damages for personal injuries. The defendants had appeared in the district registry of Manchester, where the writ was issued; the statement of claim had been filed and delivered there on the 18th of January, and a summons for time had then been taken out by the defendants in the district registry, on which they obtained an order. While that order was running, a summons was taken out in London by the defendants for seven days' further time to plead, on which the order of Master Unthank was made, which it was now sought to set aside. The explanation on the part of the defendants was, that there had been a mistake on the part of their agents in Manchester, and that they had no authority to appear there. After some discussion as to whether the defendants carried on business in Manchester within the meaning of ord. 12, r. 3,

DENMAN, J.—The defendants cannot disavow the act of their agent in Manchester. If they wished the proceedings to be carried on in London, the notice under ord. 35, rr. 11, 12, should have been given to the plaintiff. I will let the master's order stand, but make the defendants pay all the costs.

No order; cause to be removed to London, costs of all proceedings in the district registry after writ, and of this application and that before the master, to be plaintiff's in any event.

INTERROGATORIES—ORD. 31, r. 5.—This was an action on a policy of insurance, the defence being a general denial and an allegation of unseaworthiness. The defendant was an underwriter who had accepted an assignment of the policy. The present application was to strike out interrogatories delivered by the plaintiff to the defendant. In support of the application it was argued that the interrogatories were simply the whole statement of claim put into interrogative form; that, as the defendant was only assignee of the policy, he could only say in answer that he knew nothing of the matters interrogated upon; and that he had denied the allegations in the statement of claim only with the object of putting the plaintiff to strict proof of them.

DENMAN, J.—If the defendant denies the facts which the plaintiff alleges, the plaintiff has a right to interrogate him

as to them. If the defendant is able to swear truly that he knows nothing about the matters in question, that would be clearly a sufficient answer.

No order.

SIGNING JUDGMENT ON WRIT SPECIALLY INDORSED—ORD. 14, R. 1.—This was an application to sign final judgment in an action on a guarantee, on appeal from Master Pollock.

The defendant's affidavit stated that the guarantee was given in respect of an undelivered bill of costs; that it was given under protest, and obtained by undue pressure; and that the promise was gratuitous.

DENMAN, J.—That the defendant should not have given this guarantee is no defence to the action. Consideration appears on the face of the guarantee, that consideration being the giving up of a lease. It would be cruelty to the defendant to allow this action to go on.

Order.

Wednesday, Feb. 9.—TRANSFER OF ACTION—AMENDMENT OF CLAIM—JUDICATURE ACT, 1873, s. 34—ORD. 27, R. 1.

This was an action brought under the following circumstances:—The plaintiff was, it was alleged in the statement of claim, the mother of six illegitimate children by the defendant. In consideration of the plaintiff's taking charge of the children, the defendant promised to pay her £4,500 on the sale of an estate belonging to him, or £300 a year by quarterly payments. An action had been brought and judgment recovered by the plaintiff for quarterly payments then in arrear. Subsequent payments not having been made on their falling due, the present action was commenced, but the defendant having now sold his estate, and a chancery suit in respect of the sale having terminated, the plaintiff now claimed, in the alternative, either to recover the payments in arrear or to be paid the sum of £4,500 or the investment of such sum in the name of trustees for her benefit and that of her children.

A. Charles, for defendant, now applied for an order that the claim should be amended, or that the action should be transferred to the Chancery Division. This claim is embarrassing; the defendant cannot tell whether the plaintiff requires the investment of a lump sum in the name of trustees, or payment of the arrears of the annuity. If the former, the plaintiff claims what is the execution of a trust, and that is peremptorily assigned to the Chancery Division by section 34 of the Judicature Act, 1873.

Folkard, for plaintiff.

DENMAN, J.—The plaintiff does not pray for the execution, but for the creation of a trust. At this stage, at all events, there is no necessity for a transfer.

No order.

Legislation of the Week.

HOUSE OF LORDS.

Feb. 18.—CROSSED CHEQUES.

The **LORD CHANCELLOR** introduced a Bill on the subject of crossed cheques, but reserved an explanation of the provisions of the Bill till it was in print.

Feb. 22.—PATENT LAWS.

The **LORD CHANCELLOR** introduced a Bill on the subject of letters patent for inventions. He explained that the Bill differed from that of last year in two provisions. In the Bill of last session it was proposed that there should be two classes of patents; one enduring for the present period of fourteen years, and the other for inventions that might not be deemed worthy of a patent for so long a term, and which would endure for only seven years. He proposed in the present Bill that there should be a uniform term of fourteen years. In the Bill of last session it was provided that the regulations for the granting of letters patent should be under the superintendence of the Commissioners of Patents; that, acting under those commissioners, there should be Examiners of Patents whose duty it would be to examine as to the worthiness of inventions, and to see whether there were existing patents for the things proposed to be patented; and

that there should also be referees who were not to have been officers of the Patent Office, but persons engaged in scientific pursuits or conversant with the various sciences, whose advice was to be resorted to in respect of inventions. In the present Bill the machinery was confined to the Commissioners of Patents, and, under them, the examiners.

HOUSE OF COMMONS.

Feb. 17.—ROYAL TITLES.

MR. DISRAELI introduced a Bill to enable her Majesty to add to the style and titles appertaining to the Imperial Crown of the United Kingdom and its dependences.

DRAINAGE AND IMPROVEMENT OF LAND (IRELAND) PROVISIONAL ORDERS.

This Bill was read a second time.

MUNICIPAL CORPORATIONS (IRELAND).

This Bill was read a second time.

MERCHANT SHIPPING.

This Bill was read a second time.

POOR LAW AMENDMENT.

MR. SCLATER-BOOTH introduced a Bill to provide for the better arrangement of divided parishes and other local areas, and to make sundry amendments in the Law relating to the Relief of the Poor in England.

Feb. 18.—COMMONS.

This Bill was read a second time.

MEDICAL PRACTITIONERS (IRELAND).

MR. GIBSON introduced a Bill to enable legally qualified medical practitioners to hold certain public medical appointments, and to amend the Medical Act.

GRAND JURY LAWS (IRELAND).

MR. KAVANAGH introduced a Bill to amend the Grand Jury Laws for Ireland.

CIVIL BILL COURTS (IRELAND).

The **SOLICITOR-GENERAL** for Ireland introduced a Bill to extend the jurisdiction of the courts for hearing civil bill causes in Ireland. He explained that as the salaries of the chairmen had been fixed on the understanding that they should not be increased when equitable jurisdiction was thrown upon them, it was not proposed to increase them now, but it was proposed to place them on the Consolidated Fund, and to prohibit their engaging in private practice. It was further contemplated that the second and third class chairmanships should be gradually abolished, and finally, by the re-arrangement of districts, to reduce the number of first-class chairmen from thirty-three to twenty-one. By a separate Bill the offices of clerk of the peace and clerk of the Crown would be united.

Feb. 23.—ELECTORAL COUNTY BOARDS (IRELAND).

Captain NOLAN moved the second reading of this Bill.—**MR. KAVANAGH** moved as an amendment that the Bill be read a second time that day six months.—The amendment was carried.

GRAND JURY PRESENTMENTS, &c. (IRELAND).

MR. BUTT moved the second reading of this Bill.—**MR. KAVANAGH** moved that the Bill be read a second time that day six months.—On a division the amendment was carried.

INDUSTRIAL AND PROVIDENT SOCIETIES.

This Bill was read a second time.

DRUGGING ANIMALS.

SIR J. ASTLEY introduced a Bill to make the administration of poisonous drugs and compounds to horses and other animals a punishable offence.

OPEN SPACES (METROPOLITAN DISTRICT).

MR. WHALLEY introduced a Bill for affording facilities for vesting in the Metropolitan Board of Works open spaces, gardens, and squares in the Metropolitan district, or the exercise and recreation of the public, and to empower owners and joint-owners to enter into arrangements with the Metropolitan Board of Works in relation thereto.

Law Students' Journal.

INCORPORATED LAW SOCIETY.

FINAL EXAMINATIONS, 1875.

Special Prizes.

Timpron Martin Prize for candidates from Liverpool.—To Mr. Walter Maddoc Simpson, who, from among the candidates from Liverpool in the year 1875, passed the best examination, and who attained honorary distinction, the Council have awarded the prize, consisting of a gold medal, founded by Mr. Timpron Martin, of Liverpool. Mr. Simpson served his clerkship with Messrs. Tyrer, Smith, & Kenion, of Liverpool, and obtained a prize in Hilary Term, 1875. The "Timpron Martin Prize," reserved in the year 1872, has been awarded to Mr. Joseph Stanislaus Bradley. Mr. Bradley served his clerkship with Messrs. Bradley & Steinforth, of Liverpool, and obtained a prize in Easter Term, 1875.

Atkinson Prize for Candidates from Liverpool or Preston.—To Mr. Joseph Stanislaus Bradley, who from among the candidates from Liverpool or Preston in the year 1875 has shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, has otherwise passed a satisfactory examination, and has attained honorary distinction, the Council have awarded the prize, consisting of a gold medal, founded by Mr. John Atkinson, of Liverpool.

Broderip Prize for Real Property and Conveyancing. Open to all Candidates.—Mr. Reginald Benson having, among the candidates in the year 1875, shown himself best acquainted with the Law of Real Property and the Practice of Conveyancing, having passed a satisfactory examination, and having attained honorary distinction, the Council have awarded to him the prize, consisting of a gold medal, founded by Mr. Francis Broderip, of Lincoln's-inn. Mr. Benson served his clerkship to Messrs. H. & B. J. Ford, of Exeter, and Mr. J. Elliott Fox, of London; and obtained a prize in Hilary Term, 1875.

Scott Scholarship. Open to all candidates.—Mr. Charles Paice, being, in the opinion of the Council, the candidate best acquainted with the Theory, Principles, and Practice of Law, they have awarded to him the scholarship founded by Mr. John Scott, of Lincoln's-inn-fields, London. Mr. Paice served his clerkship with Messrs. Pownall, Son, Cross, & Knott, of London, and obtained a prize in Hilary Term, 1875.

Birmingham Law Society's Prize for Candidates from Birmingham.—The Examiners also reported that among the candidates from Birmingham in the year 1875 there was no one qualified to take the prize for the year 1875.

The Examiners also reported that from among the candidates from Manchester and Salford in the year 1875, Mr. Asheton Henry Atkinson passed the best examination and obtained a prize in November, 1875. Mr. Atkinson served his clerkship with Messrs. Atkinson & Co., of Manchester.

COUNCIL OF LEGAL EDUCATION.

Easter Examination, 1876.

EXAMINATION OF CANDIDATES FOR PASS CERTIFICATES.

The attention of students is requested to the following rules:—

No student admitted after the 31st of December, 1872, shall be examined for call to the Bar until he shall have kept nine Terms; except that students admitted after that day shall have the option of passing the Examination in Roman Civil Law at any time after having kept four Terms.

An Examination will be held in April next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a certificate of fitness for being called to the Bar, will be admissible.

Each student proposing to submit himself for Examination will be required to enter his name, personally or by letter, at the Treasurer's or Steward's office of the Inn of Court to which he belongs, on or before Friday, the 24th day of March next; and he will further be required to state in writing whether his object in offering himself for Examination is to obtain a certificate preliminary to a call to the

Bar, or whether he is merely desirous of passing the Examination in Roman Civil Law under the above-mentioned rule.

The Examination will commence on Monday, the 3rd day of April next, and will be continued on the Tuesday and Wednesday following.

It will take place in the Hall of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the Examination.

The Examination by Printed Questions will be conducted in the following order:—

Monday Morning, the 3rd of April, at Ten, on Common Law; in the Afternoon, at Two, on Equity.

Tuesday Morning, the 4th of April, at Ten, on the Law of Real and Personal Property; in the Afternoon, at Two, on Constitutional Law and Legal History.

Wednesday Morning, the 5th of April, at Ten, on the Roman Civil Law.

The Oral Examination will be conducted in the same order, during the same Hours, and on the same Subjects, as those already marked out for the Examination by Printed Questions.

Note.—Students admitted prior to the 1st of January, 1873, and who are candidates for a pass certificate, have an option of passing in Constitutional Law, and Legal History, or Roman Civil Law; Common Law or Equity; and Real and Personal Property Law.

The Examiner in Common Law will examine in the following Subjects:—

1. The Law of Contracts and Mercantile Law.
2. The Law of Torts.
3. The Law of Crimes.
4. The Law of Procedure and Evidence.

Candidates will be examined on General and Elementary Principles of Law.

The Examiner in Equity will examine in the following Subjects:—

1. Trusts.
2. Vendors and Purchasers of Real Estate.

Candidates will be examined in the above-mentioned Subjects.

The Examiner in the Law of Real and Personal Property will examine in the following Subjects:—

1. The Feudal Law, as adopted in England, and the Statutory Changes in it.

2. Estates, Rights, and Interests in Real and Personal Property; and Assurances and Contracts concerning the same.

3. Mortmain; Testamentary Disposition; Perpetuity or Remoteness; Conditions; Easements.

Candidates will be examined in the elements of the foregoing Subjects.

The Examiner in Constitutional Law and Legal History will examine in the following Books and Subjects:—

1. Stubb's Constitutional History of England.
2. Hallam's Constitutional History.
3. Broom's Constitutional Law.

Candidates will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only, of the foregoing Subjects, at their option.

The Examiner in Roman Civil Law will examine in the Institutes of Justinian (Sandars' Edn.).

Candidates will be examined in the above-mentioned Book and Subject.

Trinity Examination, 1879.

Examination of Candidates for Studentships, Honours, and Pass Certificates.

The attention of students is requested to the following rules:—

As an encouragement to students to study Jurisprudence and Roman Civil Law, Twelve Studentships of One Hundred Guineas each shall be established, and divided equally into two classes; the 1st class of Studentships to continue for two years, and to be open for competition to any student as to whom not more than four Terms shall have elapsed since he kept his first Term; and the 2nd class to continue for one year only, and to be open for competition to any student, not then already entitled to a Studentship, as to whom not less than four and not more than eight Terms shall have elapsed since he kept his first Term; two of each class of such studentships to be awarded by the Council, on the recommendation of the Committee, after every Examination before Hilary and Trinity Terms respectively, to the two

students of each set of competitors who shall have passed the best Examination in both Jurisprudence and Roman Civil Law. But the Committee shall not be obliged to recommend any Studentship to be awarded if the result of the Examination be such as in their opinion not to justify such recommendation.

No student admitted after the 31st of December, 1872, shall be examined for call to the Bar until he shall have kept nine Terms; except that students admitted after that day shall have the option of passing the Examination in Roman Civil Law at any time after having kept four Terms.

An Examination will be held in May next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship, or honours, or of obtaining a certificate of fitness for being called to the Bar, will be admissible.

Each student proposing to submit himself for Examination will be required to enter his name, personally or by letter, at the Treasurer's or Steward's office of the Inn of Court to which he belongs, on or before Thursday, the 18th day of May next; and he will further be required to state in writing whether his object in offering himself for Examination is to compete for a studentship, or honours, or of obtaining a certificate preliminary to a call to the Bar; or whether he is merely desirous of passing the Examination in Roman Civil Law under the above-mentioned rule.

The Examination will commence on Monday, the 29th day of May next, and be continued on the Tuesday, Wednesday, Thursday, and Friday following.

It will take place in the Hall of Lincoln's-inn; and the doors will be closed Ten Minutes after the time appointed for the commencement of the Examination.

The Examination by Printed Questions will be conducted in the following order:—

Monday and Tuesday, 29th and 30th of May, at Ten until One, and from Two until Five on each day, the Examination of Candidates for Studentships in Jurisprudence and Roman Civil Law.

The Examination of Candidates for Honours and Pass Certificates will take place as follows:—

Wednesday Morning, 31st May, at Ten, on Common Law; in the Afternoon, at Two, on Equity.

Tuesday Morning, 1st June, at Ten, on the Law of Real and Personal Property; in the Afternoon, at Two, on Constitutional Law and Legal History.

Friday Morning, 2nd June, at Ten, on the Roman Civil Law.

The Oral Examination will be conducted in the same Order, during the same Hours, and on the same Subjects, as those already marked out for the Examination by Printed Questions.

Note.—Students admitted prior to 1st January, 1873, and who are Candidates for a Pass Certificate, have an option of passing in Constitutional Law and Legal History, or Roman Civil Law; Common Law or Equity; and Real and Personal Property Law.

Jurisprudence, Civil and International Law, and Roman Law.

1. Institutes of Gaius and Institutes of Justinian.
2. The titles of the *Digest De Acquirendo rerum Dominio* (XLI., 1) and *De Acquirenda vel amittenda possessione* (XLI., 2).
3. History of Roman Law.
4. Principles of Jurisprudence, with special reference to the writings of Bentham, Austin, and Maine.
5. Elements of International Law.
6. Principles of Private International Law.

Candidates for the Studentships will be examined in all the above Subjects.

Candidates for Honours will be examined in those numbered 1, 3, and 4; Candidates for a Pass Certificate in the Institutes of Justinian (Sandars' Edn.).

The Examiner in Common Law will examine in the following Subjects:—

1. The Law of Contracts and Mercantile Law.
2. The Law of Torts.
3. The Law of Crimes.
4. The Law of Procedure and Evidence.

Candidates for a Pass Certificate only will be examined on General and Elementary Principles of Law; and from Candidates for Honours the Examiner will require a more advanced knowledge of the application of those principles, and a knowledge of leading decisions.

The Examiner in Equity will examine in the following Subjects:—

1. Trusts.
2. The Property of Married Women.
3. Infants.
4. Mortgages.

Candidates for Honours will be examined in all the above-mentioned Subjects. Candidates for a Pass Certificate only, in those numbered 1 and 2 only.

The Examiner in the Law of Real and Personal Property will examine in the following Subjects:—

1. The Feudal Law, as adopted in England, and the Statutory Changes in it.
2. Estates, Rights, and Interests in Real and Personal Property; and Assurances and Contracts concerning the same.
3. Mortmain; Testamentary Disposition; Perpetuity or Remoteness; Conditions; Easements.

Candidates for a Pass Certificate only will be examined in the elements of the foregoing Subjects; Candidates for Honours will have a higher examination.

The Examiner in Constitutional Law and Legal History will examine in the following Books and Subjects:—

1. Stubbs' Constitutional History of England.
2. Hallam's Constitutional History.
3. Broom's Constitutional Law.
4. The Principal State Trials of the Stuart Period.
5. The concluding chapter of Blackstone's Commentaries, being that "On the Progress of the Laws of England."

Candidates for Honours will be examined in all the above-mentioned Books and Subjects; Candidates for a Pass Certificate only will be examined in No. 1 and No. 3 only, or in No. 2 and No. 3 only, of the foregoing Subjects, at their option.

By Order of the Council,
(Signed) S. H. WALFOLLE, Chairman.

Council Chamber, Lincoln's-inn Hall, Feb. 22.

Court Papers.

LANCASHIRE SPRING ASSIZES, 1876.

The commissions for holding these assizes will be opened at Lancaster on Saturday, the 4th of March, at Manchester on Thursday, the 9th of March, and at Liverpool on Wednesday, the 22nd of March.

Causes for trial at Manchester can be entered provisionally at the office of the district registrar and deputy-clerk of assize, 57, King-street, Manchester, on Tuesday and Wednesday, the 7th and 8th of March, during office hours.

Causes for trial at Liverpool can be entered provisionally at the office of the prothonotary and clerk of assize, 13, Harrington-street, Liverpool, on Monday and Tuesday, the 20th and 21st of March, during office hours.

The entry of causes at Lancaster will commence immediately after the opening of the commission on Saturday, the 4th of March, and will close at nine o'clock on the following Monday morning.

The entry of causes at Manchester and Liverpool respectively will commence at the assize courts, Manchester, and St. George's Hall, Liverpool, immediately after the opening of the commissions, and will close at nine o'clock on the evening of the commission day.

The court will sit at Manchester on Friday, the 10th of March, at eleven o'clock in the forenoon, and at Liverpool on Thursday, the 23rd of March, at the same hour.

The trial of special jury causes will commence at Manchester on Tuesday, the 14th of March, at ten o'clock in the forenoon, and at Liverpool on Monday, the 27th of March, at the same hour, unless the court shall otherwise order.

A list of causes for trial at Manchester and Liverpool respectively each day (except the first) will be exhibited in the corridor of the court and in the library.

PUBLIC COMPANIES.

Feb. 25, 1876.

GOVERNMENT FUNDS.

3 per Cent. Consols, 94½	Annuities, April, '85, 92
Disco for Account, Mar. 1, 94½	Do. (Red Sea T.) Aug. 1868
Do 3 per Cent. Reduced, 94½	Ex. Bills, \$1000, 2½ per Ct. 1 pm.
Do 5 per Cent., 94½	Ditto, \$500, Do. 1 pm.
Do 4½ per Cent., Jan. '74	Ditto, \$100 & \$200, 1 pm.
Do 4 per Cent., Jan. '94	Bank of England Stock, 5 per
Do 4 per Cent., Jan. '78	Ct. (last half-year), 256
Annuities, Jan. '80 —	Ditto for Account.

RAILWAY STOCK.

Railways.	Paid.	Closing Prices
Stock Bristol and Exeter	100	142
Stock Caledonian	100	135½
Stock Glasgow and South-Western	100	106
Stock Great Eastern Ordinary Stock	100	462
Stock Great Northern	100	136
Stock Do., & Stock	100	142½
Stock Great Southern and Western of Ireland	100	119
Stock Great Western—Original	100	112½
Stock Lancashire and Yorkshire	100	137
Stock London, Brighton, and South Coast	100	115½
Stock London, Chatham, and Dover	100	232
Stock London and North-Western	100	143½ xd
Stock London and South-Western	100	123
Stock Manchester, Sheffield, and Lincoln	100	78
Stock Metropolitan	100	100½
Stock Do., District	100	463
Stock Midland	100	132½
Stock North British	100	115½
Stock North Eastern	100	160½
Stock North London	100	131
Stock North Staffordshire	100	74
Stock South Devon	100	73
Stock South-Eastern	100	127½

* A receives no dividend until 5 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate still remains at 4 per cent., the proportion of reserve to liabilities being 43½ per cent. The foreign market has been very flat, and most stocks show a decline, but, with the exception of Egyptian, not to any great extent. The home railways have suffered a considerable fall, North British and Caledonian being principally affected. Consols close at 94½ to 94½ for money and account.

MARRIAGE AND DEATH.

MARRIAGE.

WELCHMAN—GAY—Feb. 15, at the parish church, Wisbech St. Peter, William Welchman, of Upwell, solicitor, to Martha Emily, elder daughter of William Gay, solicitor, Wisbech.

DEATH.

SMITH—Feb. 23, at his residence, Bent's-green Lodge, near Sheffield, Mr. Albert Smith, of Sheffield, solicitor, aged 78.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Feb. 18, 1876.

Beckett, Henry Hugh, and William Hamilton Hall, 14, Clement's Inn, Middlesex, Attorneys. Feb 15
Bent, Edward Stanley, and William Vaughan Jones, 13, Aytoun st, and 91, Piccadilly, Solicitors. Feb 10

Winding up of Joint Stock Companies.

FRIDAY, Feb. 18, 1876.

LIMITED IN CHANCERY.

Ballyclare Paper Mills Company, Limited.—The M.R. has, by an order dated July 28, appointed Frederick William Sperring, Philipot lane, to be official liquidator. Creditors are required, on or before March 18, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, March 29, at 11, is appointed for hearing and adjudicating upon the debts and claims.
British Provident Life and Guarantee Association, Limited.—V.C. Malins has, by an order dated Jan 21, appointed Robert Eaton James, Lombury, to be provisionally official liquidator.
Charlton Ironworks Company, Limited.—The M.R. has, by an order dated Jan 28, appointed Joseph Garraide, Worktop, to be official liquidator.
Coal Consumers' Association, Limited.—V.C. Hall has, by an order dated Feb 12, appointed Arthur Cooper, George st, Mansion House, to be provisionally official liquidator.
Compagnie Generale de Bellegarde, Limited.—V.C. Bacon has, by an order dated Jan 15, appointed John Young, Tokenhouse yard, to be official liquidator. Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, May 1, at 12, is appointed for hearing and adjudicating upon the debts and claims.
Consolidated Collieries Company, Limited.—V.C. Bacon has, by an

order dated Jan 11, appointed Samuel Lovelock, Coleman st, to be official liquidator. Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, April 28, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Hale's Rocket Company, Limited.—Petition for winding up, presented Feb 17, directed to be heard before the M.R. on Feb 26. Newbon and Co, Wardrobe place, Dectors' commons, solicitors for the petitioners.
Tinsell Decorative Fainting Company, Limited.—Creditors are required, on or before March 27, to send their names and addresses, and the particulars of their debts or claims, to James Waddell, Queen Victoria st, Monday, April 24, at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Feb. 22, 1876.

LIMITED IN CHANCERY.

Box Mining Company, Limited.—By an order made by V.C. Malins, dated Feb 11, it was ordered that the voluntary winding up of the above company be continued. Snell, George st, Mansion House, solicitor for the petitioners.

British Provident Life and Guarantee Association, Limited.—By an order made by V.C. Malins, dated Feb 11, it was ordered that the above association be wound up. Bellamy and Co, Bishopsgate st within, solicitors for the petitioner.

Charlton Ironworks Company, Limited.—Creditors are required, on or before March 22, to send their names and addresses, and the particulars of their debts or claims, to Joseph Garraide, Worktop. Wednesday, April 5, at 11, is appointed for hearing and adjudicating upon the debts and claims.

Coal Consumers' Association, Limited.—Petition for winding up, presented Feb 21, directed to be heard before V.C. Malins on March 3. Bell and Co, Bow Church yard, agents for Rogers and Co, Sheffield, solicitors for the petitioners.

Malvern Hotel Company, Limited.—By an order made by the M.R., dated Feb 12, it was ordered that the above company be wound up. Champion and Co, Ironmonger lane, Cheapside, solicitors for the petitioners.

Societe Francaise des Asphaltes, Limited.—Petition for winding up, presented Feb 16, directed to be heard before V.C. Malins on Friday, March 3. Abrahams and Roffey, Old Jewry, solicitors for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 11, 1876.

Edgar, James, Shrewsbury, Salop, Mining Engineer. March 9. Palin v Brookes, V.C. Bacon. Palin, Shrewsbury
Holmes, John, Leeds, Banker. March 15. Billbrough v Holmes, V.C. Hall. Rooke, Leeds
Job, Joseph, Hastings, Sussex, Watch Maker. March 17. Job v Job, M.R. Cammack, Hastings
Jones, Mary Ann, Chester. March 24. Bird v Fiddian, M.R.
Mayor, Rev William, Swine, York. March 2. Mayor v Mayor, V.C. Bacon. Darley, Blackburn
Parridge, Abisha, West Bromwich, Stafford, Gent. March 11. Stephenson v Harford, V.C. Hall. Hare, Harcourt buildings, Temple
Starkey, James, Norfolk House, Downs park rd, Builder. March 1. Starkey v Starkey, V.C. Malins. Pearce, Giltspur st

TUESDAY, Feb. 15, 1876.

Anderton, Laurence, Chorley, Lancashire, Yeoman. March 20. Anderton v Talbot, V.C. Hall. Banks, Preston
Howard, John, Janson, Shirley, Hants, Esq. March 18. Bell v Turner, V.C. Hall. Cayley, Jarmyn st
Johnson, Job, Rance, Kendal st, Old Kent rd, Hamcock Manufacturer. March 9. Johnson v Johnson, V.C. Bacon. Lewis, Ely place
Locke, John Charles, South square, Billiard Table Maker. March 10. Locke v Greenhill, V.C. Malins. Wynne, Lincoln's inn fields
Richardson, Rogers, Grimsby, Lincoln. Furniture Dealer. March 10. King v Richardson, V.C. Malins. Stephenson, Great Grimsby
Wibberley, John Francis, Sheffield, Tailor. March 18. Robson v Wibberley, V.C. Malins. Rooke and Midgley, Leeds

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Feb. 15, 1876.

Abram, George, Parkinson, Liverpool, Master Mariner. March 10. Williams, Lord st, Liverpool
Banger, Mary Ann, Weston-super-Mare, Somerset. April 4. Walters and Gush, Finsbury circus
Barnard, Mary Anne, Ringford rd, Wandsworth. April 30. Shaenand Co, Bedford row
Batley, Henry, Healey st, Kentish town. March 14. Rogers, Essex st, Strand
Beag, Ambrose, Tynemouth, Northumberland, Agent. March 23. Keenlyside and Foster, Newcastle-upon-Tyne
Bridger, Frederick, Cambridge, Beerhouse Keeper. April 12. Whitehead, Cambridge
Coombe, Rev Thomas, Ramsgate, Kent. March 31. Henry Maxwell Dalton, Piccadilly
Crook, Jane, Dorchester place, Blandford square. March 14. Saunders and Co, King st, Cheapside
Evans, Walter Mater Suore, Matlock Bath, Derby, Solicitor. April 20. Taylor, Bakewell
Eves, George, Wandsworth, Surrey, Labourer. March 31. Corcellis, Wandsworth
Farr, George Evans, Truro, Cornwall, Surgeon. March 23. Dollman, Cornhill
Farris, Howell, Loughton, Essex, Licensed Victualler. April 1. Layton and Co, Badge row, Cannon st
Fordham, John, Stratford, Essex, Wheelwright. March 23. Ford and Lloyd, Bloomsbury square
Fox, Edward, Hereford, Farmer. March 1. Knight and Underwood, Hereford
Greenwood, Lucy, Rochdale, Lancashire, Smallware Dealer. March 1. Standing, Rochdale
Grady, Charles, Warrington, Cheshire. April 3. Cooke, Winstford
Hardy, George Wilmet, Warrington, Lancashire, Surgeon. May 9. Moore, Warrington
Harris, Charles Augustin, Mossgyn rd, Brixton, Corn Salesman. March 31. Plaws and Co, Mark lane

Holbrook, James Bocoock, Hendon, Middlesex, Land Surveyor. April 15. Whyte and Co, Bedford row

Horton, Eliza, Mount Radford, St Leonards, Devon. March 11. Petherick, Exeter

Hoult, Mary Ann, Ekington, Dorby, Innkeeper. March 25. Alderson and Son, Ekington

Jackson, Fume Jane, Lancaster gate, Hyde park. April 1. Norton and Co, Victoria st, Westminster

Jones, Edward, Tregeirg, Denbigh, Farmer. May 1. Richards and Son, Llangollen

Kirrick, Thomas, Witham, Essex, Gent. March 25. James and Co, Ely place, Holborn

Knotts, Walter, Nantes, France, Master Mariner. March 25. Home, Llanelli

Lashwood, Mary Ann, Newcomen rd, Battersea. March 31. Corsellis, Wandsworth

Lawton, Nathaniel, Micklehurst, Cheshire, Woollen Manufacturer. May 12. Bedford and Son, Oldham

Lund, Edwin, Gracechurch st, Ship Broker. March 14. Rogers, Essex st, Strand

Maxon, Thomas, Margate, Kent, Butcher. March 15. Greville and Edwards, Towcester

Mason, Mary, Lincoln st, Bow rd. March 18. Pridoux and Sons, Foster lane

Mills, John, Dearnley, nr Rochdale, Lancashire, Innkeeper. Feb 22. Brierley, Rochdale

Molloy, Louisa Arnes, Queen Anne st, Middlesex. March 31. Tatham and Co, Lincoln's inn fields

Moore, William, Somerset, Innkeeper. March 25. Rees-Mogg and Co, Bristol

Mulwell, John, Liverpool, Outfitter. March 9. Teebay and Lynch, Liverpool

Parker, Thomas James, Shacklwell lane, Hackney. March 13. Morris and Co, Finsbury circus

Pennington, Edward Walker, Newcastle-upon-Tyne. April 5. Burkitt, London wall

Pickering, Henry, Leicester, Chemist. March 24. Toller and Sons, Leicester

Rinkards, Edward Henry, Lincoln's inn fields, Esq. March 31. Rickards and Walker, Lincoln's inn fields

Ryby, George, Pemberton, Lancashire, Gent. March 17. Scott and Ellis, Wigan

Russell, Hon John, commonly called Vicount Amberley, Ravenscroft, Monmouth. April 12. Wing and Du Cane, Gray's inn square

Schroeter, Frederick Augustus, Cannon st, Esq. April 15. Flower and No-ay, Great Winchester st buildings

Snellins, William Berham, Fenchurch st, Auctioneer. March 14. Rogers, Essex st, Strand

Sweet, Samuel, Crowkerne, Somerset, Yeoman. March 21. Sparks, Crowkerne

Taylor, Alexander Young, Manchester, African Trader. May 7. Payne and Galloway, Manchester

Taylor, Samuel, Liverpool, Oil Merchant. March 22. Francis and Co, Liverpool

Titchmarsh, Mynot, Melbourn, Cambridge, Farmer. April 12. Whitehead, Cambridge

Vickers, Robert, Beverley, York, Gent. April 29. Robinson and Son, Beverley

Waley, Simon Waley, Devonshire place, Portland place, Stockbroker. March 25. Emanuel and Simmonds, Finsbury circus

Walford, Robert, Crook, Hillington, Middlesex, Esq. March 31. Willis, Uxbridge

Weaver, Eliza, Great Totham, Essex. March 21. Digby and Co, Maldon

Williams, Edward Eaton, Albany st, Regent's park, Butcher. March 14. Rogers, Essex st, Strand

Wood, Joseph, Haydock, Lancashire, Farmer. March 7. Barrow and Cook, St Helen's

Wrigley, John, Rochdale, Lancashire, Coal Agent. April 1. Roberts and Son, Rochdale

Hawker, James Barrett, Wilton rd, Askew rd, Shepherd's bush. April 14. Bird, Great Titchfield st

FRIDAY, Feb. 18, 1876.

Brewster, George Church, Balmer, Essex, Farmer. March 30. Andrews and Co, Sudbury

Brind, William, Luddington, Wilts, Farmer. March 22. Townsend, Swindon

Buckley, Susanna, Thurlston, Leicester. April 3. Harris

Chatwin, Richard Freeman, Nottingham park, Nottingham, Gent. May 15. Sp-ed, Nottingham

Clark, Ealy, Wragley, Lincoln. April 1. Tynobee and Co, Lincoln

Frout, Rev William, Thorpe-next-Norwich. May 15. Fox, Norwich

Graham, William, Highbury place, Highbury. March 25. Nash and Co, Queen st, Cheshire

Grist, James, Midhurst, Sussex, Stone Mason. March 14. Albey and Lucas, Midhurst

Harrison, Thomas, Hartford, Cheshire, Salt Proprietor. March 25. Fletcher, Northwich

Hipkin, Martha, Westbourne, Sussex. March 25. Sowton, Chichester

Hodgson, William, Scarborough, York. March 31. Richardson and Co, York

Hunter, Charles Edward, Calcutta, India, Captain Bengal Staff Corps. May 1. Kynaston and Gasquet, Queen st, Cheshire

James, George, Hershman, Surrey, Lieut Gen R.A. April 11. Fairfoot and Webb, Clement's inn

Jarvis, Charles, Bursledon, Hants, Brewer. March 31. Brady and Co, Southampton

Kidgell, John, Stanford Dingley, Berks, Gent. March 31. Dryland, Reading

Lee, Joseph Caldwell, Patricroft, Lancashire, Commission Agent. April 14. Fx, Manchester

Mann, Wilhelm Johann Bernhard, Rostock, Germany, Merchant. April 17. Fleider and Sumner, Goddman st, Doctors' commons

Maxew, Murray William, Instow, Devon. March 1. Gascotte and Co, Essex st, Strand

Meyler, Rev William, St Lawrence, Pembroke. March 18. Davies and Co, Haverdwest

Mills, Henry Hobling, Charlton, Kent, Gent. March 31. Prentice,

Whitechapel rd

Newton, Sarah, Hollinwood, Lancashire. March 30. Blackburne and Co, Oldham

Owston, John Merry, Lockton, York, Yeoman. March 20. Whitehead, Pickering

Payne, David Adams, Trewbridge, Wilts, Bacon Curer. March 30. Rodway and Mann, Trowbridge

Perks, John, Barton-on-Trent, Stafford, Solicitor. April 3. Richardson and Small, Barton-on-Trent

Plumbe, Charles, Remenham hill, Oxford, Esq. April 29. Keay, Bedford row

Rodway, William, Hempstead, Gloucester, Farmer. April 3. Jones and Richards, Gloucester

Shuckburgh, Rev Charles Benson, Bourton Hall, Warwick. April 3. Jones and Richards, Gloucester

Slaney, Henry, The Trench, Salop, Confectioner. March 25. Heane, Newport

Smart, Robert, Bristol, Esq. April 17. Fussell and Co, Bristol

Stoken, Elizabeth Bathia Harriet, Ivy Lodges, Blackheath. May 1. Brooksbank and Gailand, Gray's inn square

Sullivan, Margaret, Portswool, Hants. March 31. Woodrooffe and Platt, New square, Lincoln's inn

Vizard, William, Ewell, Surrey, Solicitor. March 31. Vizard and Co, Lincoln's inn fields

Wordley, William Henry, Liverpool, Architect. March 21. Goolman, Liverpool

Bankrupts.

FRIDAY, Feb. 18, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Barton, Archibald Gunning, King's rd, Chelsea, Builder. Pet Feb 18. Spring-Rice. Feb 29 at 3

Harvey, Martha, Francis st, Tottenham court rd, Carrier. Pet Feb 18. Spring-Rice. Feb 29 at 12.30

Lamb, Charles, Medburn, Goldington st, Licensed Victualler. Pet Feb 15. Hazlitt. Feb 29 at 1

To Surrender in the Country.

Albon, George, Barrow-in-Furness, Lancashire, Plumber. Pet Feb 16. Postlewhite. Barrow-in-Furness. March 3 at 2

Banks, William, Selby, York, Scrivener. Pet Feb 15. Perkins, York. March 1 at 11

Francis, William, Liverpool, Grocer. Pet Feb 16. Watson, Liverpool. Feb 29 at 2

Holden, Thomas, Farnworth, Lancashire, Conterpane Manufacturer. Pet Feb 15. Holden. Bolton. March 9 at 11

Hunter, James, and Robert Hume, Hanham, Gloucester, Nurseryman. Pet Feb 14. Harley. Bristol, March 6 at 2

Parker, Alfred Edwin, Ipswich, Suffolk, Cabinet Maker. Pet Feb 15. Grimsey, Ipswich. Feb 29 at 2

Vos, David, Folkestone, Kent, Mineral Water Manufacturer. Pet Feb 16. Callaway. Canterbury, March 7 at 2.30

TUESDAY, Feb. 22, 1876.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Barry, Edward James, Millbank Prison, Convict. Pet Feb 18. Keene. March 6 at 11.30

Glassford, John Hamilton, Mark lane, Commission Merchant. Pet Feb 17. Pepps. March 8 at 12.30

Mendelsohn, Max, Deodar, Lancashire rd, no business. Pet Feb 17. Pepps. March 8 at 1

Scott, John William Erskine, and Frederick Southy, Great Tower st, Wine Merchants. Pet Feb 17. Pepps. March 8 at 12

To Surrender in the Country.

Brewins, William, Rawcliffe, York, Tailor. Pet Feb 18. Mason. Wakefield, March 7 at 2

Brown, James, Spennymoor, Durham, Jeweller. Pet Feb 18. Marshall. Durham, March 7 at 11

Edmonds, C. Birmingham, Furniture Dealer. Pet Feb 18. Cole. Birmingham, March 3 at 11

Hainsworth, David, and Isaac Clough, Bradford, York, Top Makers. Pet Feb 19. Robinson. Bradford, March 7 at 9

Marshall, William Henry, Bolton, Lancashire, Butcher. Pet Feb 18. Holden. Bolton, March 6 at 11

Shillito, Samuel Dawes, West Green rd, Tottenham, Mercantile Clerk. Pet Feb 17. Pulley. Edmonton, March 9 at 11

Wright, Jonathan, Frodham, Cheshire, Farm Labourer. Pet Feb 17. Nicholson. Warrington, March 9 at 1

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 19, 1876.

Bird, James, Birmingham, Fruit Salesman. Feb 15

Liquidation by Arrangement.

FIRST MEETING OF CREDITORS.

FRIDAY, Feb. 18, 1876.

Almond, Mordecai John, Cardiff, Merchant. March 2 at 3 at offices of

Barnard and Co, Crookierstown, Cardiff. Ingledew and Co

Armstrong, Richard, Portobello rd, Noting hill, Greengrocer. March 3 at 10 at the A bert Hotel, Cornwell rd, Westbourne park

Applin, John Thackwray, Bradford, York, Carrier. March 6 at 2.30 at offices of Bell, Krigate, Bradford

Batten, Francis, Aldermanbury, Refreshment House Keeper. March 7 at 3 at offices of Wheeler, Queen Victoria st

Bean, John, York, Boot Maker. March 2 at 11 at offices of Mann and Son, New st, York

Beddingfield, John, Gutter lane, Commission Agent. March 2 at 3 at 34, Essex st, Strand. Harris and Powell

Blinkey, Thomas, Broton, York, Innkeeper. Feb 28 at 1 at offices of Dobson, Gosford st, Middlesborough

Booker, George, Thames Ditton, Surrey, Builder. March 3 at 3 at offices of Holloway, Fleet st. Young, Newgate st

Gray, Henry, Whitby, Warwick, Farmer. March 2 at 12 at offices of Fowler and Co, Grey Friars chambers, Friar lane, Leicester

Brownes, Willie George, Halifax, York, Mineral Water Manufacturer. Feb 29 at 11 at offices of Shackleton, George st, B. Edgar

Brownlow, Stephen, Jun, Newcastle-upon-Tyne, Joiner. March 1 at 2 at offices of Wallace, Hutton chambers, Pilgrim st, Newcastle-upon-Tyne

Butterfield, Geo, South Featherstone, York, Miner. March 1 at 11 at offices of Gil and Hall, Silver st, Wakefield

Buvery, Philip, Birmingham, Grocer. March 1 at 11 at offices of Eaden, Bennett's hill, Birmingham

Coleman, Charles, Bodmin, Cornwall, Storekeeper. March 4 at 12 at offices of Collins, Fore st, Bodmin

Coulson, John, Willington, Durham, Grocer. March 3 at 11 at offices of Chambers, Saddler st, Durham

Cowse, John, Preston, Lancashire, Provision Dealer. March 9 at 11 at offices of Thompson, Chapel st, Preston

Crook Justice, Norton, York, Coal Miner. March 2 at 3 at offices of Richardson, Bolton-le-Moors, Malcom, Leeds

Cross, Edward Livermore, East India rd, Ship Chandler. Feb 29 at 11 at the Maxwell's Hall Tavern, Mason's avenue, Coleman st. Keene and Co, London, Mark lane

Cutbush, Henry, trading as James Lack, Nottingham Provision Dealer. Feb 28 at 3 at the Bell Hotel, High st, Ely. Bell, Nottingham

Dale, William, Redcar, York, Ink-opper. Feb 29 at 2 at offices of Brewster and Stubbs, Bridge st west, Middlesbrough

Darch, William, Drivchar, Licensed Victualler. March 9 at 12 at office of Barnett, South st, Dorchester

Drury, Charles, Doshott, Wilts Dealer. March 1 at 11 at the Angel Inn, Wotton Bassett, Bertrun, Bath

Edmonds, Henry, Birmingham, Grocer. Feb 29 at 10.15 at offices of Fellows, Cherry st, Birmingham

Elock, Robert, Wimbome Minster, Dorset, Builder. Feb 23 at 3 at Laing's Hotel, Wimbome Minster. Drault, jun, Bourne-mouth

Elmhick, John, Chawington, Sussex, Poultry Dealer. March 7 at 3 at the Inns of Court Hotel, Holborn. Penfold, Brighton

Finlay, Hugh, The Grange, South Kensington, Artist. Feb 29 at 3 at offices of Bradley, Mark lane

Eastwood, Thomas, Widnes, Lancashire, Chemical Manufacturer. March 2 at 2 at offices of Quinn and Sons, Lord st, Liverpool. Riley, St Helen's

Fox, John, Coleman st, Stationer. Feb 29 at 3 at offices of Shapland, Coleman st

Fullard, Samuel James, Birmingham, Retail Brewer. March 2 at 12 at offices of Smith, Temple st, Birmingham

Garrth, Henry, Union court, Old Broad st, Civil Engineer. Feb 29 at 1 at offices of Watkin, Gray's inn square

Gould, Charles, Broad Marston, Gloucester, Beerhouse Keeper. March 1 at 11 at offices of Griffiths, Chipping Camden

Gusson, John, Sandwith, Cumberland, Wine Merchant. Feb 25 at 9.30 at offices of McKelvie, Sandhills lane, Whitthaven

Hampton, Daniel, and Robert Hampton, Darlington, Durham, Opticians. March 3 at 11 at offices of Wilkes, Market place, Darlington

Hargood, Elizabeth, Hatcham, New cross, Surrey, Market Gardener. Feb 29 at 3 at offices of Gosly, Bow st, Covent garden

Harrington, Alfred, Aldershot, Hants, Watch Maker. March 1 at 3.30 at offices of Durbridge, Farnham rd, Guildford

Hawken, John, St. Rudy, Cornwall, Farmer. March 7 at 11 at the West-end Inn, Wenford, Collins, Bodmin

Hill, Charles, Westholme, Somerset, Farmer. March 4 at 11 at the George Hotel, Shepton Mallet. Nalder, Shepton Mallet

Hirst, William, Bradford, York, Rope Manufacturer. Feb 24 at 11 at offices of Terry and Robinson, Market st, Bradford

Hobbs, James, Ryde, Isle of Wight, Medical Botanist. March 3 at 12 at 11, High st, Manchester

Hodgetts, John, William, Handsworth, Stafford, Commission Agent. Feb 29 at 11 at offices of Eaden, Bennett's hill, Birmingham

Holden, Seth, Wolverhampton, Stafford, no occupation. March 3 at 12 at offices of Deane and Lickorish, Market place, Loughborough

Hood, Henry John, Prince of Wales' crescent, Kentish town, Draper. March 2 at 2 at offices of Eagleton, Chancery lane

Johnson, Edward William, Welton, York, Builder. March 1 at 11 at offices of Jackson and Son, Parliament st, Hull

Jones, Morris, Newport, Monmouth, Watch Maker. March 3 at 12 at offices of Gibbs, Tredegar place, Newport

Keyner, William, Puddletown, Dorset, Baker. March 7 at 11 at offices of Barnett, South st, Dorchester

Knox, Charles Francis, Newgate st. Feb 24 at 3 at Puelo's Hotel, Fleet st. Steward, Frederick st, Gray's inn rd

Leaman, John Barker, Halstead, Essex, Miller. March 3 at 12 at the George Hotel, Halstead. Goody, Colchester

Lev, Thomas, Oxford, Mason. March 1 at 3 at 28, Pembroke st, Oxford

Cooper, Chancery lane

Lee, John Joseph, Manchester, Tailor. March 7 at 3 at offices of Gardner, Brown st, Manchester

Lloyd, Robert, Eagwr B-ch, Anglesey, Cattle Dealer. March 1 at 11 at offices of Roberts, Llangefni

Lunson, William, Heaton Norris, Lancashire, Joiner. March 1 at 3 at offices of Johnston, Vernon st, Stockport

Marsney, William, Bradford, York, out of business. Feb 28 at 11 at the Sun Hotel, San bridge rd, Bradford. Rhodes, Bradford

Maylor, George, Ha's Bark, nr Dilton, Lancashire, Wheelwright. March 10 at 2 at offices of Browns, Dale st, Liverpool

Medd, George Clark, Leeds, Fruit Merchant. Feb 28 at 2 at the Queen's Hotel, Wellington st, Leeds. Rider

Morley, Allen, Batley, York, Carrier. March 1 at 10.30 at offices of Foster, Exchange buildings, Batley

Mullen, William Baptimus, Bradford, York Tailor. March 2 at 4 at offices of Atkinson, Tynel st, Bradford

Neils, John, Cardiff, Glamorgan, Greengrocer. Feb 29 at 11 at offices of Morgan, High st, Cardiff

Parker, Henry, Liverpool, Licensed Victualler. March 2 at 1 at offices of Nordon, Cook st, Liverpool

Parker, William, Birkenhead, Cheshire, out of business. Feb 28 at 2 at offices of Moore, Dun-an st, Birkenhead

Patmore, Joseph Henry, Greenwich, Kent, Engineer. March 6 at 2 at offices of Harris, Southwark st

Phelps, Henry, Bridgewater, Somerset, Butcher. Feb 28 at 12 at offices of Reed and Cook, King's square, Bridgewater

Phillips, Evan Morgan, and John Phillips, Swansea, Glamorgan, Ship Chandler. Feb 29 at 11 at offices of Barnard and Co, Albion chambers, Bristol

Poulter, William, Norfolk st, Rye lane, Peckham, Butcher's Assistant. March 1 at 3 at London Joint Stock Bank chambers, West Smithfield. Hubbard

Price, John, Bristol, Solicitor. Feb 28 at 13 at Castle Bank chambers, Wine st, Bristol

Prince, John, Derby, Outfitter. March 9 at 11 at the Sale Boom, Commercial chambers, Wardwick, Derby. Moody, Derby

Ramsay, Elizabeth, South Shields, Durham, Fruiterer. March 8 at 3 at offices of Ball, King st, South Shields

Rees, John Price, Old st, St Luke's, Looking Glass Manufacturer. March 2 at 3 at offices of Goldberg, West st, Moorgate st

Rippon, Edward, Honiton, Devon, Lace Manufacturer. Feb 28 at 2 at the Castle Hotel, Castle st, Exeter

Rogers, Charles Lacey, Barnsley, York, Solicitor. March 7 at 3 at the King's Head Hotel, Barnsley

Rothwell, Charles, Manchester, Fustian Manufacturer. March 9 at 3 at offices of Rylands and Barker, East st, Manchester

Rothwell, James, Oldham, Lancashire, Hoisier. March 3 at 3 at offices of Mellor, Church lane, Oldham

Russell, Abraham, West Bromwich, Safford, General Dealer. Feb 28 at 10.15 at offices of Jackson, Lombard st, West Bromwich

Saunders, William, Swansea, Glamorgan, Colliery Proprietor. March 2 at 11 at offices of Davies and Hartland, Rutland st, Swansea

Shannon, Edward, Birkenhead, Cheshire, Merchant's Clerk. March 11 at 12 at offices of Woodburn and Co, Harrington st, Liverpool

Shorter, Henry, Crown court, Old Broad st, Stockbroker. Feb 29 at 12 at the Inns of Court Hotel, Lincoln's inn fields. Blake, Bell yard, Doctors' commons

Simpson, Alfred James, Devons rd, Bromley-by-Bow, Greengrocer. Feb 26 at 10.30 at offices of Hicks, Globe rd, Mile End

Smith, John, Derby, Builder. March 2 at 3 at offices of Grettton, Corn Market, Derby

Smith, Timothy, Clay Cross, Derby, Draper. March 4 at 3 at offices of Gee, High st, Chesterfield

Squires, Edward, Worcester, Licensed Victualler. March 6 at 3 at offices of Pitt, The Avenue, Cross, Worcester

Stebbing, Zachariah, Bury St Edmunds, Suffolk, Painter. March 4 at 12 at the Guildhall, Bury St Edmunds. Salmons and Son, Bury St Edmunds

Summers, Edmund, North Repps, Norfolk, Builder. Feb 28 at 12 at the office of the Registrar, Redwell st, Norwich. Hansell

Taylor, Godfrey, Halifax, York, Fruiterer. March 3 at 11 at offices of Emmet and Emmet, Harrison rd, Halifax

Tebbs, Joseph, Leeds, Hop Factor. March 8 at 2 at the Queen's Hotel, Leeds. Rideal, Manchester

Thompson, William, Coventry, Silk Dyer. Feb 29 at 12 at the County Court office, Little Park st, Coventry. Dewes and Co, Coventry

Tripp, James Henry, Langford rd, Kentish town, Builder. Feb 29 at 3 at offices of Cooper, Chancery lane

Tritton, Thomas, Auckland hill, Lower Norwood, Tailor. March 4 at 12 at 6, Duke st, Adelphi. Tilley, Abchurch yard, Cannon st

Turner, Charles, Bristol, Fruit Merchant. March 2 at 2 at offices of Williams and Co, The Exchange, Bristol. Brittan and Co, Bristol

Waddington, Edwin Arthur, Brunswick stables, Brunswick rd, Poplar, Carman. Feb 26 at 3 at offices of Scott, Gray's inn square

Ward, Moses Mercer, Mark lane, Wins Merchant. March 9 at 12 at offices of Pettengill, Walbrook

Watkins, James, Fern hill, Ystradyfodwg, Glamorgan, Grocer. March 2 at 12 at offices of James, High st, Merthyr Tydfil

Webster, John, Buxton, Derby, Saddler. March 2 at 11 at offices of Taylor, Harwick terrace, Buxton

Westway, James, A-sharben, Devon, Market Gardener. March 3 at 11 at offices of Hirtzel, Queen st, Exeter

Whincup, Peter, Knarborough, York, Butcher. March 3 at 12 at offices of Powell, Castle yard, Knarborough

Willeman, Arthur, Leicester, Tailor. March 4 at 1 at offices of Haxby, Belvoir st, Leicester

Williams, William, Bristol, Butcher. March 4 at 12 at offices of Sherrard, Nicholas st, Bristol

Winter, Benjamin, Liverpool, Contractor. March 7 at 3 at offices of Gibson and Bolland, South John st, Liverpool. Whitley and Maddock, Liverpool

Yeo, Richard, jun, Bideford, Devon, Greecer. March 1 at 12 at offices of Hoie and Peard, Willett st, Bideford

York, Benjamin George, Wolverhampton, Stafford, Draper. March 2 at 3 at offices of Stirk, North st, Wolverhampton

Young, John, Hornsey rd, Corn Merchant. Feb 28 at 1 at offices of Griffiths, Queen Victoria st, Lane, Poultry

Tussey, Feb 27, 1876.

Atkin, Samuel, Metheringham, Lincoln's Plumber. March 8 at 11 at offices of Page, jun, Flaxgate, Lincoln

Barradale, Thomas, Leicester, Hosiery Manufacturer. March 17 at 3 at offices of Owston, Friar lane, Leicester

Baunton, Alfred, Wincanton, Somerset, Publican. March 6 at 12 at offices of McCarthy, King st, Frome

Beattie, William, Gateshead, Durham, Innkeeper. March 1 at 1 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne

Bebbington, Samuel, Rindley, Cheshire, Boat Maker. March 14 at 11 at 30 at the Crown Hotel, Nantwich, Cheshire. Foiston

Bell, John, and George Bell, Torquay, Devon, Contractors. March 4 at 11 at offices of Parsons, Athelstan chambers, Nicholas st, Bristol

Beckingham, Bristol

Bevan, John, Llanmadock, Glamorgan, Labourer. March 3 at 3 at offices of Woodward, Wind st, Swansea

Bleshopp, Cecil, Crawley, Sussex, Plumber. March 9 at 12 at the Guildhall, C. de la Hous, Gresham st, Colching, Horsham

Blooms, Jacob, Tredegar, Maccormack, Pawnbroker. March 6 at 11 at offices of Harris, Morgan st, Tredegar

Bosley, Samuel, Long Ditton, Surrey, Builder. March 7 at 11 at offices of Walker and Co, Southampton st, Bloomsbury

Bramwell, George, Goswell rd, St Luke, Oldham. March 6 at 3 at offices of Brown, Goswell rd

- Brown, John, jun, Derby, House Painter. March 7 at 11 at offices of Flint, Fall st, Derby
- Burwood, George Vempy, Kirkley, Suffolk, General Cooper. March 9 at 12 at the Suffolk Hotel, Lowestoft. Wiltshire, Hall plain, Great Yarmouth
- Chandler, Annie, Montpellier square, Brompton, Actress. March 15 at 2 at offices of Beard and Son, Basinghall st
- Chiles, Edwin, Mendlesham, Suffolk, Carpenter. March 10 at 12 at the Fox Hotel, Stowmarket. Gudgeon
- Clay, Joseph, Birmingham, Boot Dealer. March 7 at 3 at offices of Wood and Son, Waterloo st, Birmingham
- Collins, William Robert, Hyde rd, Hoxton, Boot Manufacturer. March 7 at 4 at offices of Hall, Lincoln's inn fields
- Compton, William, Hibernia Wharf, Southwark, Provision Merchant. March 7 at 3.30 at offices of Worthington and Co, Eastcheap
- Cooper, Joseph, Burton-on-Trent, Stafford, Hatter. March 6 at 2 at offices of Parsons, Eldon chambers, Wheeler gate, Nottingham
- Coulson, George Harrison, Boughton-under-the-Blean, Kent, Miller. March 4 at 12.30 at the Lower Music Hall, St Margaret's st, Canterbury. Sankey and Co, Canterbury
- Dapp, Frayton, Brighton, Sussex, Pork Butcher. March 13 at 3 at the Telemachus Rooms, Old Ship Hotel, Brighton. Verrall, Brighton
- Darling, William, High st, Poplar, Upholsterer. March 2 at 3 at offices of Lea, Old Jewry chambers
- Davies, Fanny, Llanelli, Carmarthen, Draper. March 6 at 11 at the Cannon at Hotel. Howell, Llanelli
- Davies, Tom, Newport, Moasmouth, Potato Merchant. March 3 at 1 at offices of Tribe and Co, High st, Newport. Farr and Wade, Newport
- De Winter, Eleazer, Sun st, Finsbury, Grocer. March 6 at 3 at offices of Ablett, Cambridge terrace, Hyde park
- Doel, Simon, Trowbridge, Wilt, Cloth Merchant. March 6 at 12 at offices of Rodway, Fore st, Trowbridge
- Downey, John Seepie, Essex, Farmer. March 11 at 3 at offices of Digby and Co, Maldon
- Duckett, Charles Martin, Liverpool, Licensed Victualler. March 10 at 3 at offices of Lowe, Castle st, Liverpool
- Eaton, Edward, Crews town, Cheshire, Greengrocer. March 7 at 11 at offices of Poynton, Market st, Crews town
- Elton, Henry, Wheaton Aske, Stafford, Farmer. March 6 at 1 at the Dolphin Hotel, Stafford. Twynan, King's
- Fothergill, John, Rancorn, Cheshire, Corn Merchant. March 7 at 11 at offices of Day, Bridge at, Rancorn. Bretherton, Warrington
- Frampton, Eli, Southsea, Hants, Umbrella Manufacturer. March 7 at 12 at 145, Cheapside. King, Portsea
- Geth, Samuel, Liverpool, out of business. March 7 at 3 at offices of Parkinson, Commerce court, Lord st, Liverpool
- Gauvy, Joseph, Walling st, Silk Merchant. March 15 at 2 at the Guildhall Tavern, Gresham st. Baylis and Co, Church court chambers, Old Jewry
- Gentle, Joseph Henry, Plumstead, Kent, Cheesemonger. March 6 at 3 at offices of Scard and Sons, Gracechurch st
- Gleace, William, Manchester, Watch Maker. March 9 at 3 at offices of Rylance and Barker, Essex st, Manchester
- Godson, Arthur, Holloway rd, Brewer. March 6 at 3 at offices of Smith, Great St Helen's, Crosby square
- Grose, Adolph, West Harlepool, Durham, Perfumer. March 7 at 1 at offices of Bell, Church st, West Harlepool
- Hall, Henry, Oxford, Tailor. March 14 at 11 at offices of Mallam, High st, Oxford
- Hamilton, Francis Henry, Queensbury place, South Kensington, no occupation. March 15 at 3 at offices of Lawrence and Co, Old Jewry chambers
- Hassall, Abraham, Birmingham, out of business. March 8 at 10.15 at offices of East, Cherry st, Birmingham
- Henderson, John and George Henderson, Liverpool, Corn Merchants. March 6 at 2 at offices of Banner and Son, North John st, Liverpool. Dodge and Phipps, Liverpool
- Hicks, Thomas, Ramsgate, Kent, Coach Builder. March 6 at 3 at the Bull and George Hotel, High st, Ramsgate. Walford, Ramsgate
- Hill, Ann, Hall green, Cheshire, Butcher. March 6 at 11 at offices of Sherratt, Market st, Kidsgrove
- Holland, Charles, Wolverhampton, Stafford, Dyer. March 9 at 10.30 at offices of Willcock, Queen's chambers, North st, Wolverhampton
- Horton, Joseph, Biston, Stafford, Hat. er. March 7 at 3 at offices of Bowen, Biston
- Hogbes, William Hastings, Mark lane, Wine Merchant. March 7 at 2 at the London Tavern, Bishopsgate st within. Trinders and Hayward, Bishopsgate st within
- Huson, Charles Lorimer, Great Tower st, Produce Broker. March 8 at 3 at the London Tavern, Bishopsgate st within. Simpson and Cullingford, Gracechurch st
- Hutchings, Walter, Jun, Devonport, Devon, Innkeeper. March 7 at 12 at offices of Briggs and Johnstone, Princess square, Plymouth
- Hutchinson, Joseph, West Harlepool, Durham, Grocer. March 6 at 3 at offices of Bell, Church st, West Harlepool
- Inley, Charles, Wolvey, Warwick, Farmer. March 9 at 12 at the Craven Arms Hotel
- Jackson, Josiah, Leicester, Chemist. March 7 at 3 at offices of Fowler and Co, Friar lane, Leicester
- James, John, Tredegar, Monmouthshire, Collier. March 8 at 12 at offices of Shephard, Chapel st, Tredegar
- Jones, Edward, Cheltenham, Gloucester, Wheelwright. March 7 at 12.30 at offices of Stroud, Clarence parade, Cheltenham. Haines, Gloucester
- Jones, William James, North Shields, Northumberland, Builder. March 3 at 2 at offices of Smith, Sackville st, North Shields
- Keene, Francis Edwin, Loughborough House, Brixton, Auctioneer. March 4 at 11 at offices of Pigeon, Great George st, Westminster
- Kettel, Alfred, Seal, Kent, Baker. March 3 at 3 at offices of Arnold, Hick st, Maidstone
- Knight, Samuel Joseph, Birmingham, Butcher. March 2 at 10 at the White Horse Hotel, Congreve st, Birmingham
- Large, John, Hackford, Norfolk, Cattle Dealer. March 6 at 11 at offices of Chittock, Bank st, Norwich
- Laws, James, South Shields, Durham, Grocer. March 6 at 3 at offices of Mabane, Barrington st, South Shields
- Learey, Samuel, Sheffield, Furnace Builder. March 2 at 2 at offices of Taylor, Norfolk row, Sheffield
- Lent, James, Buckland, Portsea, Hants, Brick Maker. March 3 at 4 at offices of King, North st, Portsea
- Lee, Thomas, Lyntonpotts, Devon, Baker. March 9 at 3 at offices of Mogridge, Chaceford
- Lower, George, Plymouth, Devon, Brewer. March 3 at 2 at the Cannon st Hotel. Adams, Plymouth
- Lindon, Joseph, Maryknowle, Devon, Farmer. March 6 at 3 at the King's Arms Hotel, Kingsbridge. Hurrell, Kingsbridge
- Lyle, John Blake, Grimscoot, Cornwall, Yeoman. March 6 at 2 at the Tree Hotel, Stratton. Benckraft, Barnstaple
- Martin, William, Pendleton, Lancashire, Grocer. March 7 at 4 at offices of Best, Lower King st, Manchester
- Mason, Thomas, Chippenham, Wilts, Herbalist. March 3 at 3 at offices of bleet, Cambridge terrace, Hyde park
- McGowan, Annie, Maddox st, Regent st, Milliner. March 8 at 3 at the Guildhall Coffee House, Gresham st. Neal, Lime st
- Mellor, Abdenego, Southport, Lancashire, General Draper. March 7 at 3 at offices of Welby and Smallshaw, Lord st, Southport
- Nicholas, Edmund, Fonthill rd, Seven Sisters rd, Holloway, Olman. March 6 at 11 at the Masons' Hall Tavern, Masons' avenue, Basinghall st
- Oates, Henry, Tiverton, Devon, out of business. March 3 at 11 at the Castle Hotel, Castle st, Exeter. Loosemore, Tiverton
- Overall, John, Shackwell lane, West Hackney, Builder. March 4 at 3 at offices of Evans and Eagles, John st, Bedford row
- Porter, Charles, Birmingham, Surgeon. March 1 at 10.15 at offices of East, Eldon chambers, Cherry st, Birmingham
- Redman, Frederick Harrison, St Albans, Hertford, Painter. March 6 at 11 at offices of Simmon, St Peter st, St Albans
- Ring, George, Golden green, Kent, Farmer. March 3 at 11 at the Greyhound Inn, Hadlow. Palmer, Tunbridge
- Roberts, Thomas, Bethesda, Carnarvon, Grocer. March 4 at 3 at offices of Ellis, Eastgate st, Chester
- Robinson, Thomas, Middlesborough, York, Tailor. March 11 at 12 at 1, Concillia rd, Darlington. Clayhills
- Rowlands, Thomas, Aberdare, Glamorgan, Grocer. March 1 at 1 at offices of Howell, Canon st, Aberdare
- Rutherford, John Henry, Newcastle-upon-Tyne, Newspaper Proprietor. March 8 at 3 at offices of Josie, Newgate st, Newcastle-upon-Tyne
- Ryan, John Michael, Liverpool, Grocer. March 17 at 3 at offices of Lowe, Castle st, Liverpool
- Sandiford, Joseph, Stalybridge, Cheshire, Tin Plate Worker. March 16 at 3 at offices of Royle, Cheapside, King st, Manchester. Gardner, Manchester
- Savage, Frederick William, Watton, Norfolk, Engineer. March 6 at 3 at offices of Nurse and Derry, St James's st, King's Lynn
- Scaife, Samuel Bishop, Sheffield, Butcher. March 6 at 12 at offices of Patteson, Queen st, Sheffield
- Smith, Richard Stevens, Tolemanbury, Devon, Licensed Victualler. March 7 at 12 at offices of Peynton, Bampton st, Exeter
- Tattersall, James, Burnley, Lancashire, Draper. March 7 at 3 at offices of Nowell, Harrogate st, Burnley
- Taylor, John Beadie, Lorrimer rd, Walworth, out of business. March 7 at 3 at offices of Ashley and Tse, Frederick's place, Old Jewry
- Thomas, David, Dowlaie, Glamorgan, Grocer. March 3 at 1 at offices of Simons and Piewa, Church st, Merthyr Tydfil
- Tillotson, Spencer, Sielton, York, Tailor. March 8 at 11 at the Brown Cow Inn, Kirkgate, Bradford. Page, Saipon
- Turner, John, Leeds, Joiner. March 7 at 3 at the Queen's Hotel, Leeds. Boulton, Pontefract
- Twibill, Joseph, and Robert Squire James, Manchester, Engineers. March 3 at 3 at offices of Addleshaw and Warburton, King st, Manchester
- Warden, Thomas, Kiverton park, York, Builder. March 4 at 12 at offices of Tattershall, Queen st, Sheffield. Patteson
- Welick, James Thomas, Southampton, Gas Fitter. March 8 at 12 at offices of Perkins and Candy, Albion terrace, Southampton
- Wear, Alexander, Liverpool, Mark Constable. March 7 at 3 at offices of Vine, Dale st, Liverpool. Bartlett, Liverpool
- Whittaker, John, Formosa st, Maida hill, out of business. March 7 at 11 at offices of Greening and Co, Faringdon st
- Wilkinson, John Edwin, Thornton st, Horselydown, Cheesemonger. March 9 at 2 at offices of Aird, Eastcheap
- Wilkinson, Richard, Manchester, Warehouseman. March 6 at 3 at offices of Richardson, Kennedy st, Manchester
- Wiliacy, James Rose, St Helen's, Lancashire, Miller. March 6 at 3 at offices of Banner and Son, North John st, Liverpool. Martin, Liverpool
- Williams, William, Llanelli, Carmarthen, Grocer. March 7 at 11.30 at offices of Rees, Thomas st, Llanelli
- Willsher, John Chaplin, Gracechurch st, Commission Agent. March 5 at 12 at the Guildhall Tavern, Gresham st. Harrison, Goddman st, Doctors' commons
- Wilson, George Laverick, Stockton, Durham, Tobaccoist. March 6 at 3 at offices of Hurton and Bolovier, High st, Stockton-on-Tees
- Wilson, Ralph, Braithwell, York, Miller. March 2 at 11 at offices of Machen, Bank st, Sheffield
- Wood, Henry, Blackburn, Lancashire, Coal Dealer. March 3 at 11 at offices of Darley, Lord st, Blackburn
- Woodhead, John, Brighouse, York, Wire Manufacturer. March 10 at 3 at the Royal Hotel, Brighouse. Barber, Brighouse

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